

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-13-R-3041		2. AMENDMENT NO. 4		3. EFFECTIVE DATE 03/05/2013		4. PURCHASE REQUEST NO. N00024-12-NR-55038	
5. ISSUED BY (b)(6) Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 (b)(6)		CODE		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 03/14/2013 1000 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA  By:  CONTRACTING/ORDERING OFFICER			22. TOTAL	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 2 of 8	FINAL
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## GENERAL INFORMATION

## GENERAL INFORMATION

The purpose of Amendment 0004 to the solicitation is as follows:

- Update Attachment 3 to remove "Senior" from Labor Category column. Page numbers and header information were also added to Attachment 3.

The purpose of Amendment 0003 to the solicitation is as follows:

- Section B, Fee Instruction, table updated to reflect updated hours consistent with Attachment 8.
- Section C, 5.2 updated FROM: The Contractor's office(s) must be in a location within a five mile radius of the Washington Navy Yard  
TO: The Contractor's office(s) must be in a location within a five mile radius of the Government Office being supported.


- Section L, Paragraph 4.3.1 Title updated  
FROM: Management Plan Summary and Organization and Work Breakdown Plan  
TO: Management Plan and paragraphs 1 and 2 updated  
FROM: "Offerors shall submit a proposed Management Plan to describe how the Offeror intends to manage and coordinate the task efforts of this contract, include teaming, planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, assessing the quality of the deliveries, periodically monitoring performance and obtaining feedback as part of a Quality Control Program, coordinating and integrating efforts across the PEO, and transitioning or ramping up after Task Order Award to a relatively steady state operation. The Offeror shall describe their ability to hire, train, and retain personnel.  
The Management Plan shall include a summary of the organizational and work breakdown charts for the effort to perform the SOW. These Charts shall include subcontractors, and be complete with position titles, short descriptions of roles and responsibilities, and the number of hours proposed for each position's span of control and tasking."

TO: "Offerors shall submit a proposed Management Plan to describe how the Offeror intends to manage and coordinate the task efforts of this contract, include teaming, planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, assessing the quality of the deliveries, management of a Quality Control Program, coordinating and management of the integration plan across the PEO, and management of the transition. The Offeror shall describe their ability to hire, train, and retain personnel.

The Management Plan shall include a summary of the organizational structure and work breakdown structure (WBS) for the effort to perform the SOW."

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 3 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

- Updated Section J, List of Attachments, to include Exhibit A: Contract Data Requirements List (CDRLs).
- Updated Section J, List of Attachments, Attachment 4 Staffing Plan Without Cost updated to reference Section L 4.3.6 in column f.
- Updated Section J, List of Attachments, Attachment 7 Staffing Plan With Cost updated to reference Section L 4.3.6 in column f.
- Section J, List of Attachments, update Attachment 8: Section B Note Tables have been updated to reflect correct CLIN structure as shown in Section B.
- Section L, Volume I – Technical Capability (a) Update page limit from 30 to 35.
- Section L, 4.2 Complete Staffing Plan (f) updated FROM: Position on Org Chart Required in Section L 4.3.3  
TO: Position on Org Chart Required in Section L 4.3.6
- Section L, SECTION 6 - Organizational Chart updated FROM: The Organization Chart shall be complete (including subcontractors), and be complete with position titles and contact information.  
TO: The Organization Chart shall be complete (including subcontractors), and be complete with position titles and contact information for key personnel and personnel in leadership roles.
- Section M, 4.4.1 SECTION 1 - Recent and Relevant Past Performance Questionnaires was updated to add the sentence “The first page is considered the page following the instructions.”

 7(c). Revise Section L, Section 2.3 as follows:

h. All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, **.docx**, **.xls**, .xlsx, .ppt, **.pptx** or .pdf

i. All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension **.xls or** .xlsx.

The purpose of Amendment 0002 is as follows:

- Extend the closing date FROM 02/21/2013 TO 03/14/2013
- Under Section B, Supplies and Services and Prices, revise man-hour quantity for CLINs 4000-4002, 4004-4011 CLINs 7000-7002, 7004-7011, CLINs 7100-7102, 7103-7111 CLINs 7200-7202, 7204-7211 and CLINs 7300-7302, 7304-7311.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 4 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

- Section C Statement of Work updated to add CDRL references.
- Section C Statement of Work updated wording in sections 5.1.1, a.2, a.3, b.1.1-b.1.1.3, e.6, e.7, and e.10.
- Section C Statement of Work updated to add “The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."
- Section H, Level of Effort – Alternate I (a) updated  
FROM: 1,193,190 total man hours TO: 1,502,085 total man hours.
- Section L, 2.3 Proposal Format (i) and (j) have been updated FROM: .xls TO: .xlsx
- Section L, 3.3 Volume III – Past Performance (a) and (b) have been updated.
- Section L, 4.5.1 Proposal Pricing (b) updated to reflect the updated total man-hours and Surge and Special Studies man-hours.
- Section J, List of Attachments, include Exhibit A: Contract Data Requirements List (CDRLs).
- Section J, List of Attachments, update Attachment 11: PEO IWS Organizational Chart.
- Section J, List of Attachments, update Attachment 8: Section B Tables.

The purpose of Amendment 0001 is as follows:

- Extend the closing date FROM 01/23/2013 TO 02/21/2013
- Section C, Statement of Work 7.0 Task Control Measures changed  
FROM: The contractor shall have a designated Program Director and Deputy Program Director for the entire scope of the Statement of Work to work with the Government’s Contracting Officer’s Representative.  
TO: The contractor shall have a designated Program Manager and Deputy Program Manager for the entire scope of the Statement of Work to work with the Government’s Contracting Officer’s Representative.
- Section F updated to remove “Services to be performed hereunder will be provided at the Washington Navy Yard, DC.”

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 5 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

- Section G, TYPE OF ORDER, updated FROM: “The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.”  
TO: “The contractor shall devote the specified level of effort for time period(s) stated in Section B and H, as applicable.”
- Section I, 52.216-10 – Incentive Fee (Jun2011) updated to reflect a 50/50 shareline, Maximum fee proposed may not exceed 8% and minimum fee shall be 1%. Offerors shall also proposed target fee that may not exceed 5%.
- Section L, 2.3 Proposal Format, updated to read “f. 12-point Times New Roman Font text (8-point font permitted in necessary graphs and charts)”
- Section L, 3.2 Volume II – Management updated to add “e. Work Breakdown Structure (WBS) (No Page Limit) (VOL II, SECTION 5)” and “f. Organizational Chart (No Page Limit) (VOL II, SECTION 6)”
- Section L, 4.2.2.1 Key Personnel, updated to add “Offerors shall not identify key personnel other than as specified in Attachment 3.”
- Section L, 4.2.2.2 Complete Staffing Plan, subsection as follows:  
FROM: All key personnel must work within a radius specified in Statement of Work (6.1. FACILITIES PHYSICAL LOCATION). If seated, which location, Washington Navy Yard (WNY) or Crystal City (CC).  
TO: All key personnel must work within a radius specified in Statement of Work (6.1. FACILITIES PHYSICAL LOCATION). If seated, which location.
- Section L, Paragraph 4.2.2.2 Complete Staffing Plan is updated FROM: “The following table provides a historical basis for experience levels for Senior, Mid-Level, and Junior qualifications:”  
TO: “The following table provides a historical distribution of the personnel in Senior, Mid-Level, and Junior at the Government-defined years of experience for each:”
- Section L, Paragraph 4.3.1 Title updated FROM: Management Plan Summary and Organization and Work Breakdown Plan TO: Management Plan and paragraphs 1 and 2 updated FROM: “Offerors shall submit a proposed Management Plan to describe how the Offeror intends to manage and coordinate the task efforts of this contract, include teaming, planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, assessing the quality of the deliveries, periodically monitoring performance and obtaining feedback as part of a Quality Control Program, coordinating and integrating efforts across the PEO, and transitioning or ramping up after Task Order Award to a relatively steady state operation. The Offeror shall describe their ability to hire, train, and retain personnel.

The Management Plan shall include a summary of the organizational and work breakdown charts for the effort to perform the SOW. These Charts shall include subcontractors, and be complete with position titles, short descriptions of roles and responsibilities, and the number of hours proposed for each position’s span of control and tasking.”

TO: “Offerors shall submit a proposed Management Plan to describe how the Offeror intends to manage and coordinate the task efforts of this contract, include teaming, planning, assigning

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 6 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, assessing the quality of the deliveries, management of a Quality Control Program, coordinating and management of the integration plan across the PEO, and management of the transition. The Offeror shall describe their ability to hire, train, and retain personnel.

The Management Plan shall include a summary of the organizational structure and work breakdown structure (WBS) for the effort to perform the SOW.”

- Section L, Table L-1, column one updated to “Historical Data of Labor Mix (optional – Offeror to propose)” and “Government-defined years of experience (required)”
- Section L, Paragraph 4.3.3, Section 3 updated to remove the last sentence “The Offeror shall include their organizational chart in their proposal.”
- Section L, Paragraph 4.3.4 Section 4 updated to remove the word “phased” from the whole section.
- Section L, Paragraph 4.3.4, Section 4 Transition Plan –Note below the table in this section has been updated FROM: “Note: The Government estimates the full transition from existing vehicles to a newly awarded task order will take no more than 90 days.”  
TO: “Note: The full transition from existing vehicles to the newly awarded task order shall take no more than 90 days from award.”
- Section L, Add Paragraphs 4.3.5-Section 5 - Work Breakdown structure and 4.3.6-Section 6 - Organizational Chart.
- Section L, Paragraph 4.4.1 updated- FROM: “The Offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire and the transmittal letters.” TO: “The Offeror's past performance volume shall contain copies of the **Second** page of the Customer's Questionnaire and the transmittal letters.
- Section L, Paragraph 4.5.2 Section 2 d. updated FROM: “Offerors shall propose Other Direct Costs (ODCs). The Government estimates ODCs (including travel costs) for this Task Order to be the figures shown in Section B, Note D. This estimate with Offeror burdens added must be included in Section B of the offer for the ODC CLINs and details must be supplied in Attachment 8.  
TO: “Offerors shall propose Other Direct Costs (ODCs). The Government estimates ODCs (including travel costs) for this Task Order to be the figures shown Column 1 of Attachment 8. This estimate with Offeror burdens and details must be supplied in Attachment 8.
- Section L, Paragraph 4.6.1.1, updated to remove “f. Name, title, telephone, facsimile number, and email address of the person to be contacted regarding scheduling the Offeror’s oral presentation.”
- Section M, Paragraph 2.2.1.2.2 updated FROM: “3. The degree to which the proposed staffing is organized to allow incremental and manageable staffing changes as existing competitively awarded contract vehicles end or their options are not exercised, or contract modifications reduce

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 7 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

their tasking and subsequent funding.”

TO: “3. The degree to which the proposed staffing is organized to allow incremental and manageable staffing changes.”

- Section M, Paragraph 2.2.1.3.4 updated to “The Offeror’s plan to coordinate communications with the PEO staff and incumbent contractors and how the Offeror will ensure uninterrupted workflow during the transition process.”
- Section M, Paragraph 2.2.1.3.1 Title updated FROM: Management Plan Summary and Organization and Work Breakdown Plan TO: Management Plan
- Section M, Paragraph 2.2.1.3.1 updated to add “5. The Management Plan’s addressing of the Integration Plan in its breakdown structures and division of labor” and “6. The Management Plan’s addressing of the Quality Control Plan.”
- Section M, Paragraph 2.2.1.3.3 updated to remove “1. The Management Plan’s addressing of the Integration Plan in its breakdown structures and division of labor.”
- Section M, Paragraph 2.2.1.3.4 updated FROM: “3. The Offeror’s plan to coordinate communications with PEO staff and incumbent contractors and how the Offeror will ensure uninterrupted workflow during the transition process.”  
TO: “3. The Offeror's plan to coordinate communications with the PEO staff and incumbent contractors and how the Offeror will ensure uninterrupted workflow during the transition process.”
- Section M, add 2.2.1.3.5 Work Breakdown Structure (WBS) and 2.2.1.3.6 Organizational Chart
- Attachment 7, cell A1, updated FROM “Attachment 4 - Staffing Plan WITHOUT COST” TO “Attachment 7 - Staffing Plan WITH COST”

Offers are being solicited in Zone 2.

To avoid last minute bidding problems:

Please consider the following suggestions for avoiding last-minute bid submission problems:

Verify your account’s ability to submit the necessary bid information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:

1. Login to the portal and access the View Events Details page for this solicitation.
2. Click on “Place New Bid” in the Bids section of the page. This will open the Place New Bids page.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 8 of 8	FINAL
--------------------------------------	--------------------	----------------	-------

3. Ensure that your company's contract under which you are bidding (either your own as a prime or another's as a sub) appears in the "Prime" drop-down listing. If you are submitting a proposal as a prime, ensure that the "Enter Pricing Info" button is visible and enabled. From here you may simply hit the "Cancel button to return to the previous page. If things do not appear as you believe they should, contact [navseasupport@aquilent.com](mailto:navseasupport@aquilent.com) for assistance.



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 1 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	Year 1: Base Year - Front Office Business & Financial Management Support (See Note A) (TBD) Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	18720.0	LH			
4001	Year 1: Base Year - IWS 1 Business & Financial Management Support (See Note A) (TBD) Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	31270.0	LH			
4002	Year 1: Base Year - IWS 2 Business & Financial Management Support (See Note A) (TBD) Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	72800.0	LH			
4003	Year 1: Base Year - IWS 3 Business & Financial Management Support (See Note A) (TBD) Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	60320.0	LH			
4004	Year 1: Base Year	7974.0	LH			

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 2 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

- IWS 4 Business  
& Financial  
Management  
Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

4005 Year 1: Base Year 32864.0 LH  
- IWS 5 Business  
& Financial  
Management  
Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

4006 Year 1: Base Year 14560.0 LH  
- IWS 6 Business  
& Financial  
Management  
Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

4007 Year 1: Base Year 11094.0 LH  
- IWS 7 Business  
& Financial  
Management  
Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

4009 Year 1: Base Year 9360.0 LH  
- IWS 9 Business  
& Financial  
Management  
Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

4010 Year 1: Base Year 14144.0 LH  
- IWS 10 Business  
& Financial  
Management

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 3 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

Support (See Note  
A) (TBD)  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4011	Year 1: Base Year - Surge Requirements & Special Studies (See Note A and C) (TBD) Option	27311.0	LH			

For Cost Type / NSP Items

4090 Data Items - Not  
Separately Priced  
(See Note F)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODC in support of CLIN 4000 (TBD)	1.0	LO	
6001	ODC in support of CLIN 4001 (TBD)	1.0	LO	
6002	ODC in support of CLIN 4002 (TBD)	1.0	LO	
6003	ODC in support of CLIN 4003 (TBD)	1.0	LO	
6004	ODC in support of CLIN 4004 (TBD)	1.0	LO	
6005	ODC in support of CLIN 4005 (TBD)	1.0	LO	
6006	ODC in support of CLIN 4006 (TBD)	1.0	LO	
6007	ODC in support of CLIN 4007 (TBD)	1.0	LO	
6009	ODC in support of CLIN 4009 (TBD)	1.0	LO	

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 4 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

6010 ODC in support of 1.0 LO  
CLIN 4010 (TBD)

6011 ODC in support of 1.0 LO  
CLIN 4011 (TBD)  
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	Year 2: Option Year 1 - Front Office Business & Financial Management Support (See Notes A and B) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	18720.0	LH			
7001	Year 2: Option Year 1 - IWS 1 Business & Financial Management Support (See Notes A and B) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	31270.0	LH			
7002	Year 2: Option Year 1 - IWS 2 Business & Financial Management Support (See Notes A and B) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	72800.0	LH			
7003	Year 2: Option Year 1 - IWS 3 Business &	60320.0	LH			

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 5 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

Financial  
 Management  
 Support (See  
 Notes A and B)  
 (TBD)  
 Option  
 Max Fee  
 Min Fee  
 Government Overrun Share Line  
 Government Underrun Share Line

7004    Year 2: Option            7974.0    LH  
          Year 1 - IWS 4  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7005    Year 2: Option            32864.0    LH  
          Year 1 - IWS 5  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7006    Year 2: Option            14560.0    LH  
          Year 1 - IWS 6  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7007    Year 2: Option            11094.0    LH  
          Year 1 - IWS 7  
          Business &  
          Financial  
          Management

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 6 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7009    Year 2: Option            9360.0    LH  
Year 1 - IWS 9  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7010    Year 2: Option            14144.0    LH  
Year 1 - IWS 10  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7011    Year 2: Option            27311.0    LH  
Year 1 - Surge  
Requirements &  
Special Studies  
(See Notes A, B  
and C) (TBD)  
Option

Item	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
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7100    Year 3: Option            18720.0    LH  
Year 2 - Front  
Office Business &  
Financial  
Management  
Support (See  
Notes A and B)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 7 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7101 Year 3: Option 31270.0 LH  
Year 2 - IWS 1  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7102 Year 3: Option 72800.0 LH  
Year 2 - IWS 2  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7103 Year 3: Option 60320.0 LH  
Year 2 - IWS 3  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7104 Year 3: Option 7974.0 LH  
Year 2 - IWS 4  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 8 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

Max Fee  
 Min Fee  
 Government Overrun Share Line  
 Government Underrun Share Line

7105    Year 3: Option            32864.0    LH  
          Year 2 - IWS 5  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7106    Year 3: Option            14560.0    LH  
          Year 2 - IWS 6  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7107    Year 3: Option            11094.0    LH  
          Year 2 - IWS 7  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee  
          Government Overrun Share Line  
          Government Underrun Share Line

7109    Year 3: Option            9360.0    LH  
          Year 2 - IWS 9  
          Business &  
          Financial  
          Management  
          Support (See  
          Notes A and B)  
          (TBD)  
          Option  
          Max Fee  
          Min Fee



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 9 of 111	FINAL
--------------------------------------	--------------------	------------------	-------

Government Overrun Share Line  
Government Underrun Share Line

7110 Year 3: Option 14144.0 LH  
Year 2 - IWS 10  
Business &  
Financial  
Management  
Support (See  
Notes A and B)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----

7111 Year 3: Option 27311.0 LH  
Year 2 - Surge  
Requirements &  
Special Studies  
(See Notes A, B  
and C) (TBD)  
Option

Item	Supplies/Services	Qty Unit	Target Cost	Target Fee	CPIF
-----	-----	-----	-----	-----	-----

7200 Year 4: Award 18720.0 LH  
Term Option Year  
1 - Front Office  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7201 Year 4: Award 31270.0 LH  
Term Option Year  
1 - IWS 1  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 10 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Government Overrun Share Line  
Government Underrun Share Line

7202    Year 4: Award                    72800.0    LH  
Term Option Year  
1 - IWS 2  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7203    Year 4: Award                    60320.0    LH  
Term Option Year  
1 - IWS 3  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7204    Year 4: Award                    7974.0    LH  
Term Option Year  
1 - IWS 4  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7205    Year 4: Award                    32864.0    LH  
Term Option Year  
1 - IWS 5  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 11 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Max Fee  
 Min Fee  
 Government Overrun Share Line  
 Government Underrun Share Line

7206	Year 4: Award                      14560.0    LH Term Option Year 1 - IWS 6 Business & Financial Management Support (See Notes A, B and E) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line
7207	Year 4: Award                      11094.0    LH Term Option Year 1 - IWS 7 Business & Financial Management Support (See Notes A, B and E) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line
7209	Year 4: Award                      9360.0    LH Term Option Year 1 - IWS 9 Business & Financial Management Support (See Notes A, B and E) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line
7210	Year 4: Award                      14144.0    LH Term Option Year 1 - IWS 10 Business & Financial Management Support (See Notes A, B and E)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 12 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7211	Year 4: Award Term Option Year 1 - Surge Requirements & Special Studies (See Notes A, B, C and E) (TBD) Option	27311.0	LH			

Item	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	Year 5: Award Term Option Year 2 - Front Office Business & Financial Management Support (See Notes A, B and E) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	18720.0	LH			
7301	Year 5: Award Term Option Year 2 - IWS 1 Business & Financial Management Support (See Notes A, B and E) (TBD) Option Max Fee Min Fee Government Overrun Share Line Government Underrun Share Line	31270.0	LH			
7302	Year 5: Award Term Option Year 2 - IWS 2 Business & Financial Management	72800.0	LH			

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 13 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7303    Year 5: Award            60320.0    LH  
Term Option Year  
2 - IWS 3  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7304    Year 5: Award            7974.0    LH  
Term Option Year  
2 - IWS 4  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7305    Year 5: Award            32864.0    LH  
Term Option Year  
2 - IWS 5  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7306    Year 5: Award            14560.0    LH  
Term Option Year  
2 - IWS 6  
Business &

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 14 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7307    Year 5: Award            11094.0    EA  
Term Option Year  
2 - IWS 7  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7309    Year 5: Award            9360.0    LH  
Term Option Year  
2 - IWS 9  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

7310    Year 5: Award            14144.0    LH  
Term Option Year  
2 - IWS 10  
Business &  
Financial  
Management  
Support (See  
Notes A, B and E)  
(TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 15 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

7311 Year 5: Award 27311.0 LH  
Term Option Year  
2 - Surge  
Requirements &  
Special Studies  
(See Notes A, B,  
C and E) (TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
9000	ODC in support of CLIN 7000 (TBD) Option	1.0	LO	
9001	ODC in support of CLIN 7001 (TBD) Option	1.0	LO	
9002	ODC in support of CLIN 7002 (TBD) Option	1.0	LO	
9003	ODC in support of CLIN 7003 (TBD) Option	1.0	LO	
9004	ODC in support of CLIN 7004 (TBD) Option	1.0	LO	
9005	ODC in support of CLIN 7005 (TBD) Option	1.0	LO	
9006	ODC in support of CLIN 7006 (TBD) Option	1.0	LO	
9007	ODC in support of CLIN 7007 (TBD) Option	1.0	LO	
9009	ODC in support of CLIN 7009 (TBD) Option	1.0	LO	
9010	ODC in support of CLIN 7010 (TBD) Option	1.0	LO	
9011	ODC in support of CLIN 7011 (TBD)	1.0	LO	

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 16 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Option

9100	ODC in support of CLIN 7100 (TBD) Option	1.0	LO
9101	ODC in support of CLIN 7101 (TBD) Option	1.0	LO
9102	ODC in support of CLIN 7102 (TBD) Option	1.0	LO
9103	ODC in support of CLIN 7103 (TBD) Option	1.0	LO
9104	ODC in support of CLIN 7104 (TBD) Option	1.0	LO
9105	ODC in support of CLIN 7105 (TBD) Option	1.0	LO
9106	ODC in support of CLIN 7106 (TBD) Option	1.0	LO
9107	ODC in support of CLIN 7107 (TBD) Option	1.0	LO
9109	ODC in support of CLIN 7109 (TBD) Option	1.0	LO
9110	ODC in support of CLIN 7110 (TBD) Option	1.0	LO
9111	ODC in support of CLIN 7111 (TBD) Option	1.0	LO
9200	ODC in support of CLIN 7200 (TBD) Option	1.0	LO
9201	ODC in support of CLIN 7201 (TBD) Option	1.0	LO
9202	ODC in support of CLIN 7202 (TBD) Option	1.0	LO



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 17 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

9203	ODC in support of CLIN 7203 (TBD) Option	1.0	LO
9204	ODC in support of CLIN 7204 (TBD) Option	1.0	LO
9205	ODC in support of CLIN 7205 (TBD) Option	1.0	LO
9206	ODC in support of CLIN 7206 (TBD) Option	1.0	LO
9207	ODC in support of CLIN 7207 (TBD) Option	1.0	LO
9209	ODC in support of CLIN 7209 (TBD) Option	1.0	LO
9210	ODC in support of CLIN 7210 (TBD) Option	1.0	LO
9211	ODC in support of CLIN 7211 (TBD) Option	1.0	LO
9300	ODC in support of CLIN 7300 (TBD) Option	1.0	LO
9301	ODC in support of CLIN 7301 (TBD) Option	1.0	LO
9302	ODC in support of CLIN 7302 (TBD) Option	1.0	LO
9303	ODC in support of CLIN 7303 (TBD) Option	1.0	LO
9304	ODC in support of CLIN 7304 (TBD) Option	1.0	LO
9305	ODC in support of CLIN 7305 (TBD) Option	1.0	LO
9306	ODC in support of CLIN 7306 (TBD)	1.0	LO

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 18 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

#### Option

9307	ODC in support of CLIN 7307 (TBD) Option	1.0	LO
9309	ODC in support of CLIN 7309 (TBD) Option	1.0	LO
9310	ODC in support of CLIN 7310 (TBD) Option	1.0	LO
9311	ODC in support of CLIN 7311 (TBD) Option	1.0	LO

#### NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) and LEVEL OF EFFORT - ALT 1 clauses apply to these Items. Subcontractor Labor shall be billed under these line items.

#### NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

#### NOTE C: SURGE AND SPECIAL STUDIES

The Contractor shall perform and deliver studies, planning analysis, projects process improvements and/or excursions as related to the Statement of Work as listed in Section C if SURGE AND SPECIAL STUDIES options are exercised and TIs are issued for work under these CLINs. The Government shall coordinate with the Contractor the specific tasks to be documented in Technical Instructions (TIs) and issued to the Contractor. No work shall be performed under SURGE AND SPECIAL STUDIES line items without a TI signed by the Government Contracting Officer and COR.

#### NOTE D: OTHER DIRECT COST

The ODC CLINs are in support of the full SOW, including surge and special studies. The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs and supporting surge and special studies CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 19 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs.

#### NOTE E: AWARD TERM

Award Term Item to which the AWARD TERM PLAN (Attachment 14) applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in Attachment 14. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

#### NOTE F: NOT SEPARATELY PRICED

Price included in the price of Labor CLIN(s). Offeror shall propose \$0.00 for this Line Item.

#### **FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)**

*Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I.*

The min fee shall be one percent (1%). The max fee shall not be greater than eight percent (8%). The Offeror shall propose Max Fee. Target fee shall not be greater than five percent (5%).

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed please add needed column.

		Hourly Rates				Totals			
CLIN	Qty (Hrs)	Avg Hourly Rate (Rate)	Min Fee/Hour (MinF)	Target Fee/Hour	Max Fee/Hour (MF)	Min Fee (Hrs * MinF)	Target Fee (Hrs * TF)	Max Fee (Hrs * MF)	Target Cost (Hrs * Rate)
4000	18,720								
4001	31,270								
4002	72,800								
4003	60,320								
4004	7,974								
4005	32,864								
4006	14,560								
4007	11,094								
4009	9,360								
4010	14,144								
7000	18,720								

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 20 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

7001	31,270								
7002	72,800								
7003	60,320								
7004	7,974								
7005	32,864								
7006	14,560								
7007	11,094								
7009	9,360								
7010	14,144								
7100	18,720								
7101	31,270								
7102	72,800								
7103	60,320								
7104	7,974								
7105	32,864								
7106	14,560								
7107	11,094								
7109	9,360								
7110	14,144								
7200	18,720								
7201	31,270								
7202	72,800								
7203	60,320								
7204	7,974								
7205	32,864								
7206	14,560								
7207	11,094								
7209	9,360								
7210	14,144								
7300	18,720								
7301	31,270								
7302	72,800								
7303	60,320								
7304	7,974								
7305	32,864								
7306	14,560								
7307	11,094								
7309	9,360								
7310	14,144								

(i) The CPIF target cost for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (*Hrs*)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (*Rate*)). The target cost per hour (Target Cost/Hour (*Rate*)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 21 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

and if earned and exercised CLINS (72XX-series, 73XX-series) shall be determined by multiplying the allowable hours worked (Qty (*Hrs*)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

(iv) **Performance-based Reduction of Incentive Fee:**

a) The purpose of the Performance-based Reduction of Incentive Fee is to provide an incentive to maintain performance at a satisfactory or better level.

b) In the event the contractor receives a less than satisfactory rating in ANY non-cost rated area in CPARS the calculated Incentive Fee (subject to minimum and maximum percentages) will be decreased by 25%. However, as a result of this calculation, the Government will not reduce fee to less than the minimum fee established in the INCENTIVE FEE TABLE above.

c) The fee decrease will be determined by first calculating the incentive fee and adjusting for minimum and maximum fees as outlined in the INCENTIVE FEE TABLE above. If, after this calculation, the Contractor is at minimum fee no further adjustments will be made. After this fee is calculated, and adjusted if necessary for minimum or maximum fees, the resultant fee will be reduced by 25% or to the minimum fee set forth in the INCENTIVE FEE TABLE above, whichever is greater. The lost fee shall be unrecoverable and will not roll over to a future period.

d) In the event the contractor receives a less than satisfactory rating in ANY non-cost rated area in CPARS in the following CPARS evaluation, the Incentive Fee will be decreased by an additional 25%. This 50% (25% for the first CPARS period and 25% for the following period) reduction will again be calculated as described in (iv)(c) above using 50% vice 25%. The maximum fee reduction is 50%. The lost fee shall be unrecoverable and will not roll over to a future period.

e) The *Performance-based Reduction of Incentive Fee* shall be applied to the contract year assessed in CPARS and shall remain in place for all future periods until a satisfactory or better rating is received in CPARS for each non-cost factor. At that time, the Target Fee and Maximum Fee will return to the full proposed value for the evaluated period. Any fee lost in prior periods shall be unrecoverable and will not roll over to a current or future period. If the contractor has invoiced more fee than ultimately earned in the period, the over-billed sum shall either be offset against future billings or be returned to the Government.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 22 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

f) In the event the period of performance being assessed in CPARS does not coincide exactly with the contract year period of performance, the *Performance-based Reduction of Incentive Fee* shall apply to the contract year where the CPARS period assessed covers the majority of performance. For example, if a CPARS assessment period covers 12 months of a 14-month contract year, that CPARS assessment shall be sufficient to determine the *Performance-based Reduction of Incentive Fee* for the entire contract year.

(v) **Final Costs & Fees.** Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table.

CLIN	Delivered Hours	Actual Cost per hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Performance-based Reduction of Incentive Fee Adjustment	Computed Incentive Fee (D+E+F=G)	Total (C+G=H)
4000								
4001								
4002								
4003								
4004								
4005								
4006								
4007								
4009								
4010								
7000								
7001								
7002								
7003								
7004								
7005								
7006								
7007								
7009								
7010								
7100								
7101								
7102								
7103								
7104								
7105								
7106								
7107								
7109								
7110								
7200								
7201								
7202								
7203								

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 23 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

7204								
7205								
7206								
7207								
7209								
7210								
7300								
7301								
7302								
7303								
7304								
7305								
7306								
7307								
7309								
7310								

### **FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)**

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Estimated hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM proposed please add necessary columns to below table.

CLIN	Qty (Hrs)	Hourly Rates		Totals	
		Estimated Cost/Hour (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
4011	21,694				
7011	21,694				
7111	21,694				
7211	21,694				
7311	21,694				

(i) The proposed fixed fee shall not exceed 8%.

#### **(ii) Performance-based Reduction of Fixed Fee:**

a) The purpose of the Performance-based Reduction of Fixed Fee is to provide an incentive to maintain performance at a satisfactory or better level.

b) In the event the contractor receives a less than satisfactory rating in ANY rated area in CPARS the Fixed Fee will be decreased by 25%.

c) The fee decrease will be determined by first calculating the fixed fee as outlined in the FIXED FEE TABLE above. After this fee is calculated the resultant fee will be reduced by

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 24 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

25%. The lost fee shall be unrecoverable and will not roll over to a future period.

d) In the event the contractor receives a less than satisfactory rating in ANY rated area in CPARS in the following CPARS evaluation, the Fixed Fee will be decreased by an additional 25%. This 50% (25% for the first CPARS period and 25% for the following period) reduction will again be calculated as described in (ii)(c) above using 50% vice 25%. The maximum fee reduction is 50%. The lost fee shall be unrecoverable and will not roll over to a future period.

e) The *Performance-based Reduction of Fixed Fee* shall be applied to the contract year assessed in CPARS and shall remain in place for all future periods until a satisfactory or better rating is received in CPARS for each factor. At that time, the Fixed Fee will return to the full proposed value for the evaluated period. Any fee lost in prior periods shall be unrecoverable and will not roll over to a current or future period. If the contractor has invoiced more fee than ultimately earned in the period, the over-billed sum shall either be offset against future billings or be returned to the Government.  
sum shall be returned to the Government.

f) In the event the period of performance being assessed in CPARS does not coincide exactly with the contract year period of performance, the *Performance-based Reduction of Fixed Fee* shall apply to the contract year where the CPARS period assessed covers the majority of performance. For example, if a CPARS assessment period covers 12 months of a 14-month contract year, that CPARS assessment shall be sufficient to determine the *Performance-based Reduction of Fixed Fee* for the entire contract year.

#### **CLAUSES INCORPORATED IN FULL TEXT:**

#### **CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

##### **Cost-Only CLINS:**

6000- 6010, 9000- 9010, 9100- 9110, 9200- 9210, and 9300-9310;

##### **Fixed Fee CLINS:**

4010, 7010, 7110, 7210, and 7310;

##### **Incentive Fee CLINS:**

4000-4009, 7000-7009, 7100-7109, 7200- 7209, and 7300-7309.

##### **Data Items - Not Separately Priced CLIN**

4090

#### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 25 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### **LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLIN (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series).**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

#### **HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 26 of 111	FINAL
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(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 27 of 111	FINAL
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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PEO IWS PROFESSIONAL SUPPORT SERVICES STATEMENT OF WORK**

#### **BUSINESS AND FINANCIAL MANAGEMENT SUPPORT SERVICES STATEMENT OF WORK**

##### **1.0 INTRODUCTION**

The Program Executive Office for Integrated Warfare Systems (PEO IWS) is seeking professional support services (PSS) for its broad Business Operations to assist the Government's existing personnel, knowledge and processes. Specifically, PEO IWS requires PSS for Business and Financial Management for the PEO IWS portfolio of programs. PEO IWS leads a professional and experienced organization that delivers Enterprise solutions for Naval Warfare Systems in the areas of Air Defense, Missile Defense, Undersea Warfare, Anti-Submarine Warfare, and Anti-Surface Warfare. These solutions must operate seamlessly and effectively within the Fleet and Joint Forces with technically superior war fighting capability. The PEO IWS mission is to take the fight to the enemy and win, across the spectrum of maritime environments.

This challenging blue water (typically up to 200nm from sovereign boundaries) and littoral maritime environment, with a mix of small mission-tailorable and large multi-mission-capable units, formations and manned and unmanned platforms, demands a complex mix of management and leadership practices from our civilian and military personnel, supported by PSS partners. Collectively, this team must provide effective and suitable deliveries of integrated warfare systems and technology, installed on a variety of platforms: surface ships, submarines, fixed wing and rotary aircraft, ground mobile and transportable systems. To meet this challenge, PEO IWS must deliver capabilities that cut across specific ship, aircraft, or system platforms.

##### **2.0 BACKGROUND**

The Navy's Integrated Warfare Systems Program Executive Office was established in November 2002. According to its charter, PEO IWS is responsible for surface ship and submarine combat systems, missiles (except the Trident ballistic missile and Tomahawk cruise missile), radars, launchers (except Trident), electronic warfare, and gun systems. It is directed to integrate the software programs for combat systems on all ships and submarines, and coordinate antisubmarine warfare area projects across the other PEOs. In addition, it oversees the construction and purchase of new integrated warfare systems.

Currently, PEO IWS is focused on enhancing mission capability across the surface fleet and submarine community with faster, more affordable, and interoperable product upgrades that pace the threat through the following goals: designing systems to achieve programmatic objectives; eliminating obsolete hardware and software; introducing network-based Commercial off the Shelf (COTS) and Open Architecture Computing Environments (OACE); acquiring appropriate data and software rights to satisfy current/future needs; and reducing combat and weapon systems

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 28 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

variants. The intended outcome of these product implementation goals is greater returns on investment through the promotion of minimal development/non-recurring efforts that can be applied to multiple ship classes and mission areas, extensibility into other defense markets, reduction in Weapons System variants, and reduction in burdensome end-user work-arounds.

## 2.1 ORGANIZATION

Program Executive Office (PEO) IWS leads the collective acquisition of his portfolio, directly reporting to Assistant Secretary of the Navy for Research, Development, and Acquisition (ASN(RD&A)). The PEO's Direct Report is the Executive Director who serves as the PEO Deputy. Rounding out the Executive Leadership Team are two additional Directors, the Director for Above Water Sensors and the Director for Integrated Combat Systems. The PEO IWS Organizational Chart, an enclosure to the 28 January 2012 IWSINST 5450.1, is provided in Attachment 11. The following paragraphs describe the roles and responsibilities of the Program Offices.

**Front Office: PEO IWS Operations** - Provider of direction and support services in operating a PEO charged with acquisition and logistics support of Integrated Warfare Systems. Attachment 11 provides the initial implementation of IWSINST 5450.1 and defines which programs/projects fit under the span of control of Major Defense Acquisition Program Managers (MDAP PMs or MPMs), who head the following Program Offices/Directorates.

Attachment 10 provides the Programs/Project Listing by MPM as of 24 February 2011, and is in the process of being updated. This attachment also includes anchor programs that fit under the From-the-Sea Detect-Control-Engage Kill Chains. The front office must align programs to achieve integrated Kill Chains for deploying Strike Groups.

**IWS 1.0: AEGIS and AEGIS Fleet Readiness** - Provider of AEGIS Combat System and related technical and end-user management services applicable to AEGIS Cruisers and Destroyers. Responsible for coordination with Ship Acquisition Managers, Technical Warrant Holders, and Ship Design Managers for Combat System Engineering for DDG-51 Flight 3 and Cruisers. Services support integration of all Participating Acquisition Resource Manager Plans, risk assessments and mitigations for Fleet Readiness, assurance of In-Service Support, coordination with AEGIS Technical Representative for timely acceptance of contractor deliverables, and Surface Combat Systems Center, Wallops Island for scheduling of land-based test site on path to ship installations, combat system light offs, and tactical certifications. IWS 1 also provides Enterprise Services to other organizations in PEO IWS such as Configuration Management, Platform Integration and Test, and other T&E Services. Enterprise Configuration Management covers change management of Technical Documents derived from operational needs, interface requirements and/or design/descriptions; Installation Control Documents; and Warfare Systems Interface Diagrams.

**IWS 2.0: Above Water Sensors (IWS)** - IWS 2.0 is responsible for acquisition and logistics support of all US Navy above water sensors, including radars, electronic warfare systems, and

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 29 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Electro-Optical/Infra-Red (EO/IR) sensors. The PEO IWS 2.0 portfolio includes Development Systems, such as the Air and Missile Defense Radar (AMDR), Dual Band Radar (DBR) Suite, AN/SPY-1 Multi-Mission Signal Processor (MMSP), AN/SPY-1D(V), AN/SPS-48G Radar Obsolescence and Availability Recovery (ROAR), AN/SPQ-9B Anti-Ship Missile Defense Radar, and AN/SPS-74 Periscope Detection Radar (PDR), as well as Electronic Warfare (EW) Systems, such as the Surface EW Improvement Program (SEWIP), NULKA Electronic Decoy Program, and passive sensors (electro-optical, infrared, and radio frequency). Additionally, PEO IWS 2.0 manages the planning and execution of the Deployed Programs, including the AN/BPS-15/16, AN/SPS-40, AN/SPS-48E, AN/SPS-49, AN/SPS-55, AN/SPS-64, AN/SPS-67, AN/SPS-73, AN/SYS-2, AN/SPQ-12 Radar Displays and Distribution System (RADDs), AN/SPQ-14(V) Advanced Sensor Distribution System (ASDS), AN/SPQ-15 Data Distribution System (DDS), AN/SPA-G,H, AN/SPY-1A,B,B(V),D and AN/SLQ-32. Finally, IWS 2.0 is responsible for the Cobra Judy Replacement program, with its Air Force-designated operational name now Cobra King.

**IWS 3.0: Surface Ship Weapons** - Provider of weapon product families: missiles, guns greater than or equal to 50 caliber, gun fire control systems, launchers, munitions. Example of Missile families include those of Standard Missiles, Rolling Airframe Missiles, NATO Seasparrow Missiles. Fire Control Systems often include the Target Acquisition Radars to determine fire control solutions in addition to the kinetic kill part of the fire control system.

**IWS 4.0: International and FMS** - Manager of Foreign Military Sales cases. Responsible for coordinating with product- provider organizations in PEO IWS to adapt their products for specific countries' needs as articulated in an FMS case or in agreements being brokered by DoN's International Programs Office.

**IWS 5.0: Undersea Systems** - Coordinator of Anti-Submarine Warfare (ASW) and Undersea Submarine Warfare (USW) technologies, such as those that center on acoustic communications and sensors such as SONARs, data fusion for multiple purposes, underwater fire control, underwater decision support, sub-arctic warfare development, and fire control. Provider of ASW systems and components to other systems, such as SQQ-89, Vertical Launched Anti-Submarine Rocket (VLA), USW-Decision Support System (DSS), Carrier-Based Tactical Support Center (CV-TSC), Computer Aided Dead Reckoning Tracer (CADRT), coordinator with Team Subs for all submarine-related matters. IWS 5 provides surface ASW sensor studies to IWS 2.

**IWS 6.0: Command and Control** - Manages the design, production and procurement of the programs and elements that provide network-centric warfare and Joint Tracking capabilities e.g., Cooperative Engagement Capability, Display and Processing Systems and both surface and sub-surface navigation systems. IWS 6.0 ensures its systems are compatible with an open systems architecture computing environment and are Joint-interoperable. Systems include: Cooperative Engagement Capability (CEC), Joint Track Manager (JTM), System Track Manager/Track Server (STM/TS), Maritime Integrated Air and Missile Defense (IAMMD) Planning System (MIPS), Common Network Interface (CNI), Supporting Arms Coordination Center-Automated (SACC-A), Common Display System (CDS), Common Processing System (CPS) and Electronic Charting Display and Information Systems – Navy (ECDIS-N).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 30 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

**IWS 7.0: Future Combat Systems & Human Systems Integration (HSI)** - Provider of Battlegroup Tactical Trainer, Naval Integrated Fire Control – Counter Air Capability. Coordinator for non-ASW and USW technologies aimed at Fleet Training Systems, Human Systems Integration, and Future Combat Systems and their contributing system elements. Provider of PEO IWS enterprise systems engineering services such as Information Assurance Certification Process, Systems Engineering Board Secretariat functions, and Gap Analysis coordination.

**IWS 9.0: DDG1000, Littoral Combat Ship (LCS), US Coast Guard, & Coastal Patrol** - Provider of DDG 1000, Littoral Combat Ship, Frigate, US Coast Guard, and Coastal Patrol (PC) Combat System management services. Services include: coordination and alignment of plans for subsequent development of Memoranda of Understanding and/or Agreements for platform-specific implementations. Coordinates with Participating Acquisition Resource Managers, Ship Acquisition Program Managers, Ship Design Managers, and Technical Authority Managers. IWS 9 coordinates technical and programmatic risk assessments, their mitigations, the scheduling, installation, and testing of system changes at land-based test sites and operational platforms, assessments for Fleet Readiness, assurance of in-service support, assurance and, as necessary, support of financial, and procurement services.

**IWS 10.0: Ship Self Defense System** - Provider of Ship Self Defense Combat System and related technical and end-user management services applicable to Carriers and Amphibious Ships, the large decks. Services include: coordination and alignment of plans for subsequent development of Memoranda of Understanding and/or Agreements for platform-specific implementations. Coordinates with Participating Acquisition Resource Managers, Ship Acquisition Program Managers, Ship Design Managers, and Technical Authority Managers. IWS 10 coordinates technical and programmatic risk assessments, their mitigations, the scheduling, installation, and testing of system changes at land-based test sites and operational platforms, assessments for Fleet Readiness, assurance of in-service support, assurance and, as necessary, support of financial, and procurement services.

## **2.2 GENERAL**

The performance objective, standards and assessment plan described below are applicable to the total scope of services being performed under this contract.

**PERFORMANCE OBJECTIVE:** Provide timely functional and strategic support so that the PEO IWS Front Office Staff, its Major Defense Program Managers and their organizations achieve successful planning and execution of general and specific program management responsibilities.

**PERFORMANCE STANDARD:** Contractor-provided products and services must be timely, accurate, complete and properly formatted. Timeliness requires products be delivered within deadlines. Accuracy requires products to be factually, technically and programmatically correct. Proper format means these services and products fully comply with the standards and policy

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 31 of 111	FINAL
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established by the Navy or as mutually agreed to by the COR.

ASSESSMENT PLAN: Periodic Government review and assessment of deliverables and products will be accomplished in accordance with the Quality Assurance Surveillance Plan (QASP). Individual examples of unsatisfactory performance or deliverables will be provided to the Contractor as deemed appropriate by the Government. Monthly Contractor reports are required and must contain work accomplished, areas of risk, concern or delay, and be segregated by modifications.

### **3.0 SCOPE**

This Statement of Work is to obtain services to support Business and Financial Management, which includes the range of activities necessary to support the full range of the Planning, Programming, Budgeting, and Execution System (PPBES) as implemented in Department of Defense, Department of Navy, and NAVSEA.

PEO IWS submits the coordinated PPBES inputs to the Budget Submitting Office in NAVSEA via the PEO IWS Chief Financial Officer to ultimately contribute to the creation of President's Budget and congressionally-enacted defense appropriations bills.

### **4.0 APPLICABLE DOCUMENTS**

The following table provides those governing documents that depict primary management control systems in DoN and DoD, intended to promote stewardship of taxpayer funds used to acquire and maintain materiel for the Maritime operational environment. Documents may be updated throughout performance of this task order.



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 32 of 111	FINAL
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**TABLE 1 -APPLICABLE DOCUMENTS**

<b>Document</b>	<b>Title or Description</b>
CJCS Instruction /Manual 3170 and 3170.01	Operation of the Joint Capabilities Integration and Development System
DOD Directive 5000.01 (12 May 2003)	The Defense Acquisition System
DOD Instruction 5000.02 (8 December 2008)	Operation of the Defense Acquisition System
SECNAVINST 5000.2D (16 October 2008)	Department of the Navy Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
SECNAVINST 5216.5 (29 August 1996)	Department of the Navy Correspondence Manual
FMR 7000.14-R	DoD Financial Management Regulation
DoD 1400.25-M "DoD Civilian Personnel Manual (CPM) and DON Civilian Human Resources Manuals (CHRM) <a href="http://www.donhr.navy.mil/">http://www.donhr.navy.mil/</a>	Civilian Human Resources Manuals
OPNAV Instruction 1000.16K Total Force Manpower Management	Military Manpower Management
DoD 8570.01-M	Information Assurance Workforce Improvement Program
OPNAVINST 5420.113	Draft OPNAV Instruction, administered by N86, for the contribution by the Surface Warfare Tactical Requirements Group into the overarching, N8-administered, capability-based phasing for combat system functionality.
OPNAVINST 4000.79B	Implements compliance with Title 14 USC 3, relationship between DoN and Coast Guard under President of US's direction; Title 14 USC 145, DoN's responsibilities as requested by Department of Homeland Security to train Coast Guard during peacetime as part of its reserve force, and to build vessels for use by Coast Guard during wartime operations.
US Coast Guard/Naval Operational Capabilities Document	Document for the National Security Cutter (OCT 1997), Off-Shore Patrol Cutter (JAN 2005), and Fast Response Cutter (OCT 2001). Document signifies that Cutter Family is to be capable for support of National Defense missions and



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 33 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

	operation in low threat environments, shall jointly participate in Maritime Homeland Security and Defense per 2004 SECDEF/SEC DHS MOA, shall support missions as defined in 1995 SECDEF/SEC DOT MOA: Maritime Intercept Operations, Port Operations Security and Defense, Coastal Sea Control, Maritime Environmental Response Operations, Peacetime Military Engagement.
PEO Instruction 7100.1B, dated 24 August 2011	Implementing Instruction for PEO IWS to comply with DoN's and NAVSEA's adherence to DoD's PPBES.
Technical Review Manual (Version 2.0, dated 18 DEC 2009)	Provides definitions of standard entrance and exit criteria in the conduct of Technical Reviews, which includes Logistics elements, to reduce acquisition risk. Used as tool by NAVSEA's Technical Authority in addition to the acquiring organizations with PEO IWS.
PEO IWS Enterprise Product Life Cycle Management Integrated Data Environment (ePLM IDE) Version 1.0, dated 2-15-2011	Business Need for consolidating existing PEO IWS Integrated Data Environments which host materiel data for maintaining fleet readiness as part of Life Cycle Support. Requires IDEs to be interoperable with those supported by other PEOs and/or maintenance centers. (Edited. Business Sensitive information has been removed).
Surface Navy Combat System Development Strategy Acquisition Management Plan, Version 1.0, dated 18 December 2009.	PEO IWS Combat System Development Strategy and Acquisition Plan for implementing Open Systems Architecture to enable more rapid technology insertions. IWS 1 authored the documents for applicability to the AEGIS Combat System and SSDS Combat System, as anchor systems.
COMUSFLTFORCOM INSTRUCTION 4720.3B; COMPACFLT INSTRUCTION 4720.3B	Commander United States Fleet Forces Command (COMUSFLTFORCOM)/Commander United States Pacific Fleet (COMPACFLT) C5ISR Modernization Policy

## 5.0 REQUIREMENTS

The tasks below are integral to the execution of legacy, current, and future integrated combat systems, above water sensors, surface ship weapons, air and missile defense systems, undersea warfare systems, command and control systems, unmanned vehicles, navigation systems, and human systems integration, as well as training, open architecture, interoperability, and other Maritime, and Joint and Coalition initiatives. Tasking includes support to the Business and

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 34 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Financial Management (BFM) professionals in PEO IWS. Business and Financial Management includes those activities necessary to support the full range of the calendar-year driven, Department of Defense management control system known as the Planning, Programming, Budgeting, and Execution System (PPBES) as implemented in the Department of Navy, NAVSEA, and PEO IWS.

## **5.1 - BUSINESS AND FINANCIAL MANAGEMENT SERVICES**

5.1.1. The contractor shall provide support to PEO IWS for overall management of business financial operations, cost estimation, planning, programming, budgeting, and execution of PEO IWS Programs. The contractor shall comply with PPBES cycles and support NAVSEA's Financial Management Review Board, DoN's Financial Management Board, and DoD Comptroller data calls, to oversee compliance with financial policies and statutory requirements, using current software or web enabled process to complete the reporting.

### **a. Support management of business financial operations.**

a.1. Support development of the Corporate Operating Fund (COF) budget. Assess cost changes and recommend if sufficient resources are available to fund CFO requirements. Participate in technical and programmatic assessments of budget exhibits, for various appropriations, in support of DON, OSD, and President's Budget submissions. (Contract Data Requirements List (CDRL) A004)

a.2. As requested by the government, research and provide findings for data calls from the NAVSEA Comptroller and higher level authority for IWS Government personnel review. Support financial management in support of Programs, and provide integrated, consolidated, and accurate inputs to the CFO as a result of coordination with Directorates/ Consolidated inputs to support. Provide assistance and coordination to support time critical responses (e.g. for reclaims, briefings, impact/risk analyses, requests for and responses to budget reprogramming.). As necessary, document findings in Technical Reports (CDRL A004, CDRL A007, CDRL A009, CDRL A014.)

a.3. Support developing and improving processes required to effectively operate the organization and its infrastructure to effect strategic (FYDP and beyond) and tactical (up to 3 years) planning and execution within or across task areas in assigned product and business areas. As necessary, document findings in a Technical Report. (CDRL A009)

a.4. Facilitate, support, and participate in Integrated Process and Product Development (IPPD)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 35 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Teams as necessary to improve current adhoc or documented business rules. As necessary, document. (CDRL A003, CDRL A006, CDRL A008, CDRL A009)

a.5. Support financial and business management operations using NAVSEA financial tools in the functional areas of budget, and reporting. Financial tools include: Navy Enterprise Resource Planning (ERP), Program Resources Integrated Solutions Management System (PRISMS), Automated Document (AUTODOC), Standard Accounting and Reporting System (STARS), Management Information System for International Logistics (MISIL), Procurement Documentation (PDOCS), Research, Development, Test and Evaluation Documentation (RDOCS), Program Budget Information System (PBIS), and Congressional Information Management System (CIMS).

a.6. Provide detailed reports regarding the financial status of the program(s) and product areas suitable for Major Defense Acquisition Program Manager (MPM), Deputy MPM, and Principal Acquisition Program Manager (PAPM), and/or Branch Head use. This includes researching and preparing inputs for Government personnel review to various financial issues that confront the assigned product or program area specifically, and in the context of PEO IWS as a whole. (CDRL A004, CDRL A007, CDRL A014).

a.7. Provide executive level and communication support to program managers (MPMs, DMPMs, and PAPMs) and the PEO in the performance of their functions with Navy, DoD, Congress, and other agencies and organizations. Support includes tracking Congressional budget deliberation schedules; analyzing Congressional Committee reports; tracking all proposed and actual Congressional marks; plus-ups and adds as they pertain to the PEO IWS Programs; planned and emergent document/brief preparation; issues analysis; public affairs actions; preparation of reports; responses to Congressional inquiries and all issues/concerns originating from the professional staff members and committee members, and maintenance of historical files. (CDRL A003, CDRL A004, CDRL A007, CDRL A014).

a.8. Assist with statutory and regulatory financial reporting. Maintain all backup documentation and related documents. Maintain records of financial history and related documents. (CDRL A004, CDRL A007, CDRL A012, CDRL A014).

a.9. Assist with the preparation and updating of budget documents to include, but not limited to various budget exhibits, briefings, presentations and funding documents (CDRL A003, CDRL A004, CDRL A007).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 36 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

a.10. Prepare financial status reports of the programs (CDRL A007).

a.11. Provide financial analysis in support of Navy Field Activity reviews. Provide input to validate and challenge activity costs and assess the cost impact of technical issues identified in the activity reviews.

a.12. Assist the program in responding to internal and external inquiries and requests for program information to include regular program execution reviews.

a.13. Maintain financial history and related documents, and research and provide possible recommendations for financial issues that confront the Program Offices. (CDRL A004, CDRL A007) Maintain PEO IWS's formal Financial Policies/Directives and issue them annually in sufficient time for Directorates/Program Offices to comply. (CDRL A010, CDRL A011)

**b. Support Cost Estimation.**

b.1. Provide expertise and cost models germane to Program/System type and acquisition phase;

b.1.1 Identify data/information necessary to validate cost models for estimating the range of non-recurring/variable costs, and recurring or relatively fixed program costs for multiple purposes such as Program Life Cycle Cost Estimates (PLCCE), long-term program budget estimates, operating cost baselines, system engineering costs, system integration costs, T&E costs, specific-to-program or performance initiative scoping studies, preliminary Engineering Change Proposals, comparisons of cost between economic order quantity and non-economic order quantity.

b.1.2 Conduct business case analysis relative to program procurements on identified data.

b.1.3 Document cost estimation best practices as both a precursor to establishing budget controls, and for follow-on Program adjustments for budget controls less than cost estimates. (CDRL A009, CDRL A010, CDRL A011). Include results in budget submissions and Program status reports (CDRL A004, CDRL A007).

b.2. Provide detailed cost analysis studies such as cost benefit analysis, historical appropriation-based financial analysis, review of financial execution efforts, and cost impact of changes in production rates and delivery schedules within product area domains (CDRL A009, CDRL A010, CDRL A011).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 37 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

b.3. Assist in preparing program/product cost trade off analyses and assessments of proposed impacts. (CDRL A007)

b.4. Provide support for estimation and formulation of cost estimates for equipment or systems with associated software, support equipment and software, and logistics costs in support of the Program Objective Memorandum (POM) process or for cost estimates provided to other offices or activities in the form of 7300s or other budgeting/financial documents. (CDRL A004, CDRL A012)

b.5. Provide cost data to support the development of budgets, issue papers, program and project costs, Total Ownership Costs (TOC), proposed procurement alternatives, Engineering Change Proposals and program/project plans in support of fully developed and approved design and modernization programs (ship, aircraft, submarine, land/ground mobile, land/ground transportable, and fixed land-based sites) (CDRL A004, CDRL A007, CDRL A012, CDRL A013).

b.6. Identify necessary programmatic data and time frame needed to support out year planning and cost estimates. Maintain data received as Business Sensitive material (CDRL A004, CDRL A007, CDRL A012).

b.7. As requested by the government, maintain an associated set of cost estimates with high, medium, and low indicators against the Combat System Product Work Breakdown Structure framework. The cost estimate is to capture feasible development costs for new and modified functionality, aligned to support Strike Groups, that includes all engineering, system integration and test activities, and potential future cost avoidance by “reusing” previously developed functionality. Coordinate with third party developers as required. Maintain an Advanced Capability Build cost estimate and phasing plan across the FYDP that is aligned to resources provided by OPNAV and others (CDRL A004, CDRL A007, CDRL A012, CDRL A013).

### **c. Support Financial Planning.**

c.1. Provide overarching budget and financial support in all areas of DoD Planning, Programming, Budgeting, and Execution System (PPBES). Assist in research, development, and preparation, and prioritization of Program Objective Memorandum (POM) program requirements and issue papers (CDRL A004, CDRL A007, CDRL A012).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 38 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

c.2. Assist in the preparation and analysis of NAVSEA Form 7300 submissions by program offices, Navy Field Activities, and other Activities to determine reasonableness and accuracy of the estimates, including, but not limited to documented Basis Of Estimates. Assemble consolidated 7300 package to account for total combat system cost. Assist in tracking Ship Project Directives (SPD) and other Project Directive (PD) execution status. (CDRL A004, CDRL A007, CDRL A012)

c.3. Assist in generating, updating, tracking and consolidating Task Planning Sheets (TPS), and/or other inputs for ERP Direct Projects, ERP Budget Structure sourced Projects across all programs, including mapping requirements to the correct appropriations based on type of work. Generate Reallocation Notices (RNs) to re-direct funds within the overall budget. As necessary, document in Technical Reports (CDRL A004, CDRL A007, CDRL A012)

c.4. Provide review comments on guidance material implementing new/revised instructions and documentation for preparing and processing TPS. (CDRL A010, CDRL A011)

c.5. Provide inputs to and assist in the preparation of various budget exhibits, briefings, presentations and funding documents. Prepare financial status reports of the program. Conduct analyses, report financial risk, and propose strategies to mitigate the impact of financial risks on the program. As necessary, document as Presentation Material (CDRL A003), and/or Technical Reports (CDRL A004, CDRL A007, CDRL A012, CDRL A013).

c.6. Provide financial advice/expertise to assist in preparation of reclama papers for proposed budget reductions. (CDRL A004, CDRL A007, CDRL A012)

c.7. Maintain/provide detailed backup documentation for budgets, impact statements, acquisition actions, studies, action responses, data calls and business reports. Maintain an audit trail of budgets, allocation/obligation plans, associated costs, and document reasons for changes. Document in Technical Reports (CDRL A004, CDRL A007).

**d. Support Programming Budget Exhibits.**

d.1. The contractor shall assist in preparation/submission of the budget exhibits and responses to

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 39 of 111	FINAL
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questions on the exhibits. The contractor shall ensure submits are consistent with approved project team efforts and internal-to-program/project budget allocations. This includes assisting with the management of budget account allocations from the NAVSEA Comptroller to PEO IWS, the Responsible Cost Center, and its inherent Programs in various Business Information Technology Systems such as Program Resources Integrated Solution Management Systems (PRISMs), and Enterprise Resource Planning (ERP). Document in Technical Reports (CDRL A004, CDRL A007).

d.2. The contractor shall develop metrics for establishing TOC reduction program goals, assessing risks and measuring TOC successes and provide recommendations for applicability to the TOC. Document in a Technical Report (CDRL A007, CDRL A009, CDRL A012, CDRL A014).

d.3. The contractor shall develop Resource Plans, by assisting in developing strategic and operational business plans to include business models, business practices, typical staffing plans and assumptions for divisions of labor in accordance with DoD 5000 acquisition phases and authoritative labor, management, financial and other sources that may depict deliverable lead times and acquisition and procurement costs for relevant product areas. Document in a Technical Report (CDRL A004, CDRL A007, CDRL A009, CDRL A012, CDRL A013, CDRL A014).

#### **e. Support Financial Budgeting**

e.1. Assist with the development and review of future year financial program and spend plans for each appropriation.

e.2. Provide assistance with the estimation, preparation and justification in all areas of DOD Planning, Programming and Budgeting.

e.3. Coordinate, draft, and analyze budget formulation documentation and provide recommendations in support of the Navy, Office of the Secretary of Defense (OSD), and President's budget submission processes. Interface with PEO IWS, field activities, contractors, Ship Integration Program Managers (SIPMs), platform managers, and other stakeholders to collect, assess, analyze, interpret, and collate POM and budget data and justification to support program budget submissions (CDRL A004). Assist in assuring that Budget submissions for NAVSEA Comptroller are in compliance with appropriation guidance across the following

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 40 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

appropriations and funds: RDT&E, O&MN, OPN, WPN, PANMC, SCN, Naval Working Capital Fund, and Other Customer Funds (OCF).

e.4. Review and provide recommendations to reprogramming requests and reclaims. Compile budget exhibits, conduct analysis and make recommendations for short and long range budget requirements. Document as necessary in a Technical Report (CDRL A004, CDRL A007, CDRL A009, CDRL A010, CDRL A011).

e.5. Review and provide recommendations for responses to questions or requests for financial information from Congress, Navy, DOD and other Government agencies. As necessary, document in a Technical Report (CDRL A004, CDRL A007, CDRL A009, CDRL A010, CDRL A011).

e.6. Provide research and development of PEO IWS BFM guidance and procedures for the POM, Program charts, Congressional reports, Continuing Resolutions, and other funding requirements. As necessary, document in a Technical Report (CDRL A009, CDRL A010, CDRL A011, CDRL A013).

e.7. Collect the data for, and assist in the preparation of forecasting for Obligation Phasing Plans (OPPs) per Program, per Project, per Performer, and per Quarter. As necessary, document in a Technical Report (CDRL A004, A007).

e.8. Support program planning within the Navy's Enterprise Resource Planning (ERP) System to include Budget Structures, Direct Projects, and statistical project creations (particularly for functional areas such as T&E, Systems Engineering). As necessary, document in a Technical Report (CDRL A004, CDRL A007, CDRL A012, CDRL A013).

e.9. Assist with creating/changing fiscal year budget structures utilizing the Navy's Enterprise Resource Planning (ERP) System.

e.10. Provide expertise to assist in either utilizing tools and processes or in actually preparing



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 41 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

draft budget requests Examples of these tools and processes include: IWS 5's Financial Information Navigation System (FINS), IWS 1's PACMAN process that uses the Resource Allocation Management System (RAMS). As necessary, document in a Technical Report (CDRL A004, CDRL A012).

f. **Support Financial Execution.** Financial execution includes tracking of commitments, obligations, and expenditures across the PEO IWS portfolio, then developing financial reports for all funds used in Program Offices against periodic DoN Comptroller (NAVCOMPT) targets/benchmarks. It also includes coordinating, identifying and reporting those Programs/Projects at risk of losing future funds and capturing their management actions to mitigate the risk, or to identify other limiting factors (System delays, in process procurement actions, etc.) impacting benchmarks. As necessary, document in a Technical Report (CDRL A007).

f.1. Assist in the day-to-day budget execution process by preparing, processing and tracking the status of funding documents for all appropriations managed by PEO IWS. The contractor shall utilize the Navy's Enterprise Resource Planning (ERP) System to:

f.1.1. Create funding documents.

f.1.2. Support financial analysis for Navy Field Activity/Warfare Center reviews. Validate and challenge Field Activity costs, and assess the cost impact of technical issues identified at the Field Activity reviews. As necessary, document in a Technical Report (CDRL A004, CDRL A007, CDRL A012, CDRL A013).

f.1.3. Develop financial briefings as necessary for Program, Fleet, and other reviews. (CDRL A003).

f.1.4. Create Obligation and Expenditure reports for specified lines of accounting. As necessary, document in a Technical Report (CDRL A007).

f.1.5. Run and analyze reports, report and recommend resolution of discrepancies. As necessary, document in a Technical Report (CDRL A007).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 42 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

f.1.6. Support the preparation of Procurement Requests (PRs), contract modification, and other financial documents compatible to both the Standard Procurement System (SPS) and ERP.

f.1.7. Monitor obligations and expenditures status. Track performance against obligation and expenditure benchmarks.

f.1.8. Prepare the Obligation/Expenditure Status Snapshot report. Collect data and prepare the semi-monthly Obligation/Expenditure Execution report.

f.1.9. Provide expenditure analysis and data reports that analyze variances from planned expenditure rates and monthly expenditure status of financial documents.

f.1.10. Monitor and update spend plans, adjust allocations to revised budget controls, and prepare reprogramming requests.

f.1.11. Provide assistance with financial execution metrics, quarterly procurement metrics, appropriation and obligation/expenditure reconciliation.

f.2. Assist with internal procurement activities, contract guidance, and policy development in the Financial Management functional area as led by NAVSEA, DoN, and DoD organizations. Support coordination meetings between Financial, Contractual and Technical Organizations and personnel to commit to obligation plans prior to developing Purchase Requisitions in ERP, and Procurement Requests for contractual actions. As necessary, prepare Agendas (CDRL A005), Meeting Minutes (CDRL A006), and document in Technical Reports (CDRL A008, CDRL A009, CDRL A010, CDRL A011).

f.3. Identify, investigate and recommend actions to reconcile discrepancies between execution data (such as commitments, obligations and expenditures) and other financial data, such as ERP data. Reconcile accounting discrepancies in accounting systems and the DFAS/DSCA billing offices and prepare documentation to resolve the discrepancies.

f.4. Develop processes to monitor and ensure program is managed within Letter of Offer and Acceptance (LOA) budget and FMS Payment schedules. Ensure requirements are funded and verify funding requirements are in accordance with DoD and Navy policy. Assess cost changes to evaluate if sufficient resources are available to fund requirement. Document in a Technical

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 43 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Report (CDRL A007, CDRL A008, CDRL A009, CDRL A010).

f.5. Coordinate with field activities to obtain obligating documents in a timely manner and to verify spending requirements. Monitor and forecast carryover across fiscal years. Document in a Technical Report (CDRL A007, CDRL A012).

f.6. Monitor contractors' financial reporting for variances and deviations in expenditures. As necessary, document deviations in a Technical Report (CDRL A007).

f.7. Provide support of appropriation/contract close outs and all appropriation financial reconciliation, e.g., trouble shooting reports.

f.8. As directed by Government authorities, interact with the NAVSEA Comptroller (SEA 01) on obligation and expenditure documentation and un-liquidated obligation reconciliation issues. Assist in the Government's review and reconciliation of Negative Unliquidated Obligations (NULOs). Prepare all back-up information to justify the needed corrections on assigned NULOs.

f.9. As required, assist with Financial Reconciliation and Closeout: monthly, quarterly, and annually, per appropriation, per contract. Includes reconciliation of STARS and paying office records. Recommend corrective action for those contracts that reflect conflicting data. Assist with the reconciliation of all funding documents to result in matching disbursements, across all financial management systems (e.g. STARS, COBRA, PRISMS, AUTODOC, ERP).

f.10. Provide Purchase Card support including backup documentation to ensure all transactions are valid and auditable. (Note: This task does not include actual purchasing or use of a Government Credit Card.)

**g. Earned Value Management (EVM)**

g.1. Assist in monitoring and evaluating contractor and field activity cost and schedule performance to include use of formal EVM assessments. As required, document in a Technical Report (CDRL A007).

g.2. Participate in Integrated Baseline Reviews (IBRs), perform EVM analysis, and develop independent Estimates at Completion (EAC) and Estimates to Complete (ETC) as required.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 44 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Document in a Technical Report (CDRL A007).

## **6.0 GENERAL REQUIREMENTS**

### **6.1. FACILITIES PHYSICAL LOCATION**

The contractor shall identify, establish, and maintain office space and office equipment required to support the efforts defined herein. The Contractor's office(s) must be in a location within a five mile radius of the Government Office being supported. Some personnel may be required to be physically on-site at: (1) the Naval Sea Systems Command, Washington Navy Yard, Washington DC; and/or (2) its satellite locations such as IWS 3, located in Crystal City, Arlington, VA. In addition, the contractor may be required to perform at primary sponsors and customer locations, such as those hosted by SPAWAR, NAVAIR, MARCORSYSCOM, Fleet Forces Command, OPNAV, the Joint Staff, ASN(RD&A), AT&L, DoD, MDA, and other organizations as necessary.

### **6.2. SECURITY CLEARANCE**

The Department of Defense Contract Security Classification Specification (DD Form 254) ( Attachment 1) provides the Security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

All contractor personnel associated with and/or performing work relative to the resultant contract must be United States citizens and shall be cleared to a minimum of the SECRET level at time of contract award. There may be occasions when Top Secret access will be required. The Contractor must be able to obtain top secret clearance to address requirements when they arise.

### **6.3 TRAVEL**

Although most Program Offices do not require regular or significant overseas travel, under this Task Order, limited overseas travel is required for some programs. Personnel assigned to overseas travel shall be English speaking, able to communicate effectively with IWS personnel, and possess a current U.S. passport.

Specific travel requirements (whether within the United States or overseas) are unknown at this time. As this information becomes available, the Contractor will be advised of dates and location with sufficient time to obtain the most advantageous prices. The Contractor shall adhere to the Joint Travel Regulations (JTR). The Contractor shall obtain authorization from their supported Government organization's Task Lead and the Contracting Officer's Representative prior to traveling.

### **6.4 DELIVERABLES**

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 45 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

The Contractor shall provide deliverables at no higher than the SECRET level of classification when requested. An unclassified version will be provided, if required, to facilitate public release of the deliverable.

**ACCEPTABLE QUALITY LEVEL:** Products and other deliverables must be free of spelling errors, grammatically correct, correctly formatted, responsive to requested work, and fully coordinated with the appropriate stakeholders. Deliverables shall be provided to the Government within the period of time specified or requested by the Government. If no time is specified, deliverables must be provided to the Government within 30 days of the request. All deliverables must be fully compatible with current NMCI format (or its follow-on) for Microsoft WORD, EXCEL, POWERPOINT, ACCESS, and other application programs.

## **6.5 MANDATORY TRAINING**

The Government may require seated contractors to participate in certain mandatory training requirements. The COR will notify the contractor of mandatory training as requirements arise during performance. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Mandatory training may include, but is not limited to, Antiterrorism Training, Combating Trafficking in Persons (CTIP), Counterintelligence Awareness, Information Assurance Training, Operations Security (OPSEC), Physical Security, and Privacy Act and Personally Identifiable Information (PII) training.

## **6.6 TECHNICAL SUPPORT AND ADVISORY SERVICES**

The contractor shall provide PEO IWS with technical expertise and advisory services related to the PEO IWS and its evolution within scope identified in 3.0. Expertise may need to possess up to TS/SCI clearances.

1. Provide technical, strategic, and professional support, when required, and capture conclusions in a written format. (CDRL A001, CDRL A002, CDRL A006).
2. Review, assess, analyze, and provide comments on complex systems reports as assigned. (CDRL A001)
3. Accompany IWS personnel to various panels, task forces, committees, and reviews.
4. Accompany and assist in major meetings and presentations as needed, including travel outside the national capital region. (CDRL A003).

## **7.0 TASK CONTROL MEASURES**

The contractor shall have a designated Program Manager and Deputy Program Manager for the entire scope of the Statement of Work to work with the Government's Contracting Officer's Representative. On a routine basis, the contractor will set up contracts review meetings to review the performance of the contract with their Government counterparts.

The contractor shall provide a monthly list of personnel supporting the program. The list shall

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 46 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

contain the name of the individual, the company the individual is employed by, along with the individual's title, labor category, task area, man hours expended, man hours remaining, and fully burdened labor cost.

The contractor shall provide monthly program management/financial status that tracks planned, funded, and expended dollars to facilitate Quarterly Contract Progress Reviews (QCPR), and inputs into the Informal Performance Assessment Reports (IPARS) and annual Contractor Performance Assessment Reports (CPARS). Quarterly Informal Performance Assessment Reports shall act as a warning mechanism on the need for follow-on corrective action.

The contractor shall also report progress, status, and management challenges. This report shall be easily traceable to the apportionment of work under Section 5, and for each CLIN. All personnel changes shall be reported. (CDRL A001)

The contractor shall report Funds and Man-hours Expenditures against the original, Government approved and baselined plan, for apportioned work under Section 5, and for each CLIN. Month 1 for this CDRL must match Month 1 on CDRL A0001. The contractor shall identify monthly and cumulative burn rates. The contractor shall report receipt of subcontractor invoices and when paid. (CDRL A002).

Each QCPR site, date and time within the quarter shall be mutually agreeable between the Contractor and the Government. QCPRs may be combined with Interim Reviews (IR). The contractor shall be responsible for gathering, preparing, and timely distribution of minutes. At a minimum, each QCPR shall address the following items:

- 1) Contract Ceiling, which does not imply full funding level, and Planned Funding Levels;
- 2) Funding sufficiency for Labor and ODC tasking for each contract year and projections for the contract;
- 3) Projected and actual expenditure variances by program (task);
- 4) Status and/or resolution of items of interest to either the Government or Contractor; and
- 5) Performance issues, challenges, risks or opportunities.

## **8.0 SURGE AND SPECIAL STUDIES**

If the Government determines that an increased level of effort for support services within this SOW scope is required, the Government reserves the right to exercise a SURGE AND SPECIAL STUDIES Option CLIN for additional work in accordance with this SOW. The contractor shall provide the resources to support a surge in volume, velocity, and/or variety capability. This maximum flexibility may be through the use of additional company resources or subcontracting additional support. This surge support may be for a one time task or for a continued support upon identification of the requirement.

### **8.1 SENIOR ADVISORY TEAM SUPPORT (TO BE PROCURED UNDER SURGE AND**

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 47 of 111	FINAL
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## **SPECIAL STUDIES CLINS)**

The contractor shall provide PEO IWS senior leadership with technical expertise and advisory services related to the PEO IWS and its evolution within scope identified in 3.0. Expertise may need to possess up to TS/SCI clearances.

1. Provide technical, strategic, and professional support, when required, and capture conclusions in a written format. (CDRL A001, CDRL A002, CDRL A006).
2. Review, assess, analyze, and provide comments on complex systems reports as assigned. (CDRL A001)
3. Accompany senior leadership to various panels, task forces, committees, and reviews.
4. Accompany and assist in major meetings and presentations as needed, including travel outside the national capital region. (CDRL A003).
5. The SAT function is on an as required basis.

## **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 48 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227- 7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 49 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) FAR 9.5:

(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 50 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 51 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment.

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) Further restrictions are in accordance with FAR 9.505-1, providing systems engineering and technical direction:

(a) A contractor that provides systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, its integration, assembly, and checkout, or its production shall not—

(1) Be awarded a contract to supply the system or any of its major components; or

(2) Be a subcontractor or consultant to a supplier of the system or any of its major components.

(b) Systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore this contractor should not be in a position to make decisions favoring its own products or capabilities.

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(o) Compliance with this requirement is a material requirement of this contract.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 52 of 111	FINAL
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## **NON-DISCLOSURE AGREEMENTS**

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 15) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative within fifteen working days after Task Order award or from the date of hire for new employees.

In addition, the contractor may be required to sign NDA with other companies providing support to NAVSEA.

## **DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

## **HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 53 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 54 of 111	FINAL
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## SECTION D PACKAGING AND MARKING

**DATA PACKAGING LANGUAGE** - All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(b)(6)

(b)(6)

NAVSEA – Integrated Warfare Systems  
1333 Isaac Hull Ave, SE  
Washington Navy Yard, DC

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

**TRANSPORTATION OF EQUIPMENT/MATERIAL.** Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 55 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

### **CLAUSES INCORPORATED IN FULL TEXT**

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES Applicable to CLIN (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series)

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. *\*Note that the COR is identified in Section G of this Task Order.*

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs**

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government specified in an applicable TI. *\*Note that the COR is identified in Section G of this Task Order.*

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 56 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

### **CLIN - DELIVERIES OR PERFORMANCE**

For proposal purposes, the estimated date of Task Order award is 01 Aug 2013. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

### **PERFORMANCE LANGUAGE FOR LOE SERVICES**

The contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

The periods of performance for the following Items are as follows:

4000	8/1/2013 - 7/31/2014
4001	8/1/2013 - 7/31/2014
4002	8/1/2013 - 7/31/2014
4003	8/1/2013 - 7/31/2014
4004	8/1/2013 - 7/31/2014
4005	8/1/2013 - 7/31/2014
4006	8/1/2013 - 7/31/2014
4007	8/1/2013 - 7/31/2014
4009	8/1/2013 - 7/31/2014
4010	8/1/2013 - 7/31/2014
6000	8/1/2013 - 7/31/2014
6001	8/1/2013 - 7/31/2014
6002	8/1/2013 - 7/31/2014
6003	8/1/2013 - 7/31/2014
6004	8/1/2013 - 7/31/2014
6005	8/1/2013 - 7/31/2014
6006	8/1/2013 - 7/31/2014
6007	8/1/2013 - 7/31/2014
6009	8/1/2013 - 7/31/2014
6010	8/1/2013 - 7/31/2014

The periods of performance for the following Option Items are as follows:

4011	8/1/2013 - 7/31/2014
6011	8/1/2013 - 7/31/2014
7000	8/1/2014 - 7/31/2015



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 57 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

7001	8/1/2014 - 7/31/2015
7002	8/1/2014 - 7/31/2015
7003	8/1/2014 - 7/31/2015
7004	8/1/2014 - 7/31/2015
7005	8/1/2014 - 7/31/2015
7006	8/1/2014 - 7/31/2015
7007	8/1/2014 - 7/31/2015
7009	8/1/2014 - 7/31/2015
7010	8/1/2014 - 7/31/2015
7011	8/1/2014 - 7/31/2015
7100	8/1/2015 - 7/31/2016
7101	8/1/2015 - 7/31/2016
7102	8/1/2015 - 7/31/2016
7103	8/1/2015 - 7/31/2016
7104	8/1/2015 - 7/31/2016
7105	8/1/2015 - 7/31/2016
7106	8/1/2015 - 7/31/2016
7107	8/1/2015 - 7/31/2016
7109	8/1/2015 - 7/31/2016
7110	8/1/2015 - 7/31/2016
7111	8/1/2015 - 7/31/2016
9000	8/1/2014 - 7/31/2015
9001	8/1/2014 - 7/31/2015
9002	8/1/2014 - 7/31/2015
9003	8/1/2014 - 7/31/2015
9004	8/1/2014 - 7/31/2015
9005	8/1/2014 - 7/31/2015
9006	8/1/2014 - 7/31/2015
9007	8/1/2014 - 7/31/2015
9009	8/1/2014 - 7/31/2015
9010	8/1/2014 - 7/31/2015
9011	8/1/2014 - 7/31/2015
9100	8/1/2015 - 7/31/2016
9101	8/1/2015 - 7/31/2016
9102	8/1/2015 - 7/31/2016
9103	8/1/2015 - 7/31/2016
9104	8/1/2015 - 7/31/2016
9105	8/1/2015 - 7/31/2016
9106	8/1/2015 - 7/31/2016
9107	8/1/2015 - 7/31/2016
9109	8/1/2015 - 7/31/2016
9110	8/1/2015 - 7/31/2016
9111	8/1/2015 - 7/31/2016

The periods of performance for the Award Term Items are as follows:

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 58 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

7200	8/1/2016 - 7/31/2017
7201	8/1/2016 - 7/31/2017
7202	8/1/2016 - 7/31/2017
7203	8/1/2016 - 7/31/2017
7204	8/1/2016 - 7/31/2017
7205	8/1/2016 - 7/31/2017
7206	8/1/2016 - 7/31/2017
7207	8/1/2016 - 7/31/2017
7209	8/1/2016 - 7/31/2017
7210	8/1/2016 - 7/31/2017
7211	8/1/2016 - 7/31/2017
7300	8/1/2017 - 7/31/2018
7301	8/1/2017 - 7/31/2018
7302	8/1/2017 - 7/31/2018
7303	8/1/2017 - 7/31/2018
7304	8/1/2017 - 7/31/2018
7305	8/1/2017 - 7/31/2018
7306	8/1/2017 - 7/31/2018
7307	8/1/2017 - 7/31/2018
7309	8/1/2017 - 7/31/2018
7310	8/1/2017 - 7/31/2018
7311	8/1/2017 - 7/31/2018
9200	8/1/2016 - 7/31/2017
9201	8/1/2016 - 7/31/2017
9202	8/1/2016 - 7/31/2017
9203	8/1/2016 - 7/31/2017
9204	8/1/2016 - 7/31/2017
9205	8/1/2016 - 7/31/2017
9206	8/1/2016 - 7/31/2017
9207	8/1/2016 - 7/31/2017
9209	8/1/2016 - 7/31/2017
9210	8/1/2016 - 7/31/2017
9211	8/1/2016 - 7/31/2017
9300	8/1/2017 - 7/31/2018
9301	8/1/2017 - 7/31/2018
9302	8/1/2017 - 7/31/2018
9303	8/1/2017 - 7/31/2018
9304	8/1/2017 - 7/31/2018
9305	8/1/2017 - 7/31/2018
9306	8/1/2017 - 7/31/2018
9307	8/1/2017 - 7/31/2018
9309	8/1/2017 - 7/31/2018
9310	8/1/2017 - 7/31/2018
9311	8/1/2017 - 7/31/2018

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 59 of 111	FINAL
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## **DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423.

## **CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR's FACILITY (FEB 2006)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 60 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

### **252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

### **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**

(a) *Definitions.* As used in this clause—

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 61 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 62 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

(Contracting Officer: Insert applicable document type(s).

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<i>TBD</i>
Issue By DoDAAC	N00024
Admin DoDAAC	N00024
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b)(6)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(b)(6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.  
(End of clause)

## TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF) and Cost-Plus-Fixed-Fee (CPFF) for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section B and H, as applicable.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 64 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

**CONTRACTOR CENTRAL REGISTRATION (CCR)** - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

**POINTS OF CONTACT** - The Government points of contact for this Task Order are as follows:

**BUSINESS FINANCIAL MANAGER (BFM)**

Naval Sea Systems Command

Attn: (b)(6) PEO IWS 4.0

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command

Attn: Mr. (b)(6) SEA 021

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command

Attn: (b)(6) SEA 02651

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PURCHASE OFFICE REPRESENTATIVE (POR)\***

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

*\*Note that the POR is the Contract Specialist*

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 65 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Naval Sea Systems Command

Attn: (b)(6) PEO IWS

1333 Isaac Hull Avenue SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail (b)(6)

The Government reserves the right to unilaterally change the points of contacts at anytime.

**252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Item(s)	Allotted to Cost (\$)	Allotted to Fee (\$)	Estimated POP

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **1,502,085** total man-hours including surge of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ (Offeror to fill-in) man-hours are uncompensated effort.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 67 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_\_\_\_\_ **(Offeror to fill-in)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 68 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

#### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 69 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

to be references to the appropriate sections of the FAR/DFARS.

#### **NAVSEA 5252.237-9106 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 70 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-325  
Internet: <http://www.gidep.org>

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 71 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

#### **FAR 52.232-20 Limitation of Cost (APR 1984)**

#### **FAR 52.232-22 Limitation of Funds (APR 1984)**

#### **FAR52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)**

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

*Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.*

### CLAUSES INCORPORATED BY FULL TEXT

#### **52.216-8 Fixed Fee (Jun 2011)** (Applicable to CPFF CLINs 4010; if options exercised CLINs 7010 and 7110; and if earned and exercised 7210 and 7310)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

#### **52.216-10 -- Incentive Fee (Jun2011)**

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 72 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 1 percent of the target cost. In no event shall the proposed target fee be greater than 5 percent.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 73 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor’s being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 74 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)  
(NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
------	-----------------------------

4011	07/31/2015
6011	07/31/2015
7000	07/31/2015
7001	07/31/2015
7002	07/31/2015
7003	07/31/2015
7004	07/31/2015
7005	07/31/2015
7006	07/31/2015
7007	07/31/2015
7009	07/31/2015
7010	07/31/2016
7011	07/31/2015
7100	07/31/2016
7101	07/31/2016
7102	07/31/2016
7103	07/31/2016
7104	07/31/2016
7105	07/31/2016
7106	07/31/2016
7107	07/31/2016
7109	07/31/2016
7110	07/31/2016
7111	07/31/2016
9000	07/31/2015
9001	07/31/2015
9002	07/31/2015
9003	07/31/2015
9004	07/31/2015
9005	07/31/2015

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 75 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

9006 07/31/2015  
9007 07/31/2015  
9009 07/31/2015  
9010 07/31/2015  
9011 07/31/2015  
9100 07/31/2016  
9101 07/31/2016  
9102 07/31/2016  
9103 07/31/2016  
9104 07/31/2016  
9105 07/31/2016  
9106 07/31/2016  
9107 07/31/2016  
9109 07/31/2016  
9110 07/31/2016  
9111 07/31/2016

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man-hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.219-14 Limitations on Subcontracting (Nov 2011)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 76 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 77 of 111	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - CDRLs

Attachment 1 – DD254

Attachment 2 – Cost Summary Format

Attachment 3 – Key labor category descriptions

Attachment 4 – Staffing Plan (no cost)

Attachment 5 – Recent and Relevant Past Performance Questionnaires

Attachment 6 – Previous Contracting Effort Narrative

Attachment 7 – Staffing Plan for Cost Volume

Attachment 8 – Section B Notes Tables

Attachment 9 – DCAA Rate Check Form

Attachment 10 – PEO IWS MPM LISTING 08-09-2012

Attachment 11 – PEOIWSINST 5450 1 - PEO IWS ORGANIZATION - 28 JAN 12

Attachment 12 – PEO IWS Services Industry Partners

Attachment 13 – RESERVED – Key Personnel list and resumes of successful offeror added at time of award

Attachment 14 – Award Term Plan

Attachment 15 – Statement of Non-Disclosure of Information

*Note: Exhibit A and Attachments 1,13, 14, and 15 will become part of the task order award and may be renumbered.*

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 78 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 79 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

NOTE: Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) and H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL of the basic IDIQ contract, it is expected that SeaPort-E Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams. SeaPort-E Prime Contractors that elect to propose Large Business subcontractors that are not members of their respective teams are required to provide written justification with their proposal submission as to why the use of Large Business non-team members is necessary to their accomplishment of the solicitation requirements. Further, SeaPort-E Prime Contractors are required to explain how their use of Large Business non-team members does not negatively impact the competitive aspects of the procurement. Upon review of said justification, the Government reserves the right to declare SeaPort-E Prime Contractors ineligible for award if their proposing of Large Business non-team members is considered to be unjustified or injurious to the competitive aspects of the procurement.

In accordance with the basic SeaPort contract clause4 H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL, the Contractor may not add or delete any team member from the team without approval by the SeaPort Contracting Officer. Therefore, in accordance with the aforementioned clause, Offerors must submit "Team Member Addition Requests" to the SeaPort PCO for approval. These requests are submitted in the portal via the Quick Link "SeaPort-e Team Additions" on the SeaPort home page [www.seaport.navy.mil](http://www.seaport.navy.mil). Proposed team members must be approved at the basic MAC level regardless of business size definition at the time of proposal submission. Offerors seeking to use new Team members should seek such approval as soon as possible and should allow a minimum of 2 to 3 business days for the request to be reviewed. When the team member request is approved by the basic MAC PCO, the portal automatically establishes a relationship between the prime and the team member so that the team member can upload their cost proposal in the portal. If the team member is not approved before the closing date of the solicitation, the team member will be unable to enter their cost proposal information in the portal. Therefore, Offerors should make every attempt to request approval of new Team Members well in advance of the solicitation closing date/time. The SeaPort Contracting Officer will make good faith efforts to process such requests for approval in the normal course of business in the order in which the requests are received. Selection of the successful Offeror for the task order and award of the task order will not be delayed pending approval of the new team member. Per clause H.7, the new team member(s) will not be permitted to perform the task order unless and until they are approved by the MAC Contracting Officer

NOTE: While it is recognized that the Offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed Management Plan must demonstrate the concept of operation proposed to most effectively meet projected Task Requirements and integrate functional areas.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 80 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

This procurement has been set aside for small business participation only. Section I, Contract Clauses, contains FAR 52.219-14 (Limitations on Subcontracting). Pursuant to this clause, at least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor. Therefore, Offerors must demonstrate that at least 50% of the cost of contract performance to be incurred for personnel will be expended for employees of the prime contractor. For purposes of assessing compliance with the clause, consultants will not be considered employees of the prime contractor. Therefore, costs incurred for consultants will not be included in the prime contractor's direct or indirect labor costs in determining whether the 50% requirement has been met. Only direct labor costs of employees of the prime contractor and indirect costs associated with that labor will be included in the prime contractor's costs for purposes of determining whether the 50% requirement has been met.

## **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic MAC.

## **FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

## **52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 81 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any Offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any Offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

\* The DD254 is provided as Attachment 1 with this solicitation.

## **REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The Offeror may include uncompensated effort in its proposed level of effort if:

(1) The Offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the Offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

## **NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 82 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS, related laboratories (if applicable), or IWS OPNAV Sponsors in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation

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## INSTRUCTIONS TO OFFEROR(S)

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 83 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

(a) Definitions. As used in this provision –

*In writing or written* means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Amendment* is a modification to the solicitation.

*Proposal modification* is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and Federal legal holidays. However, if the last day falls on a Saturday, Sunday, or Federal legal holiday, then the period shall include the next working day.

(b) Amendments to the solicitation.

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort portal under the appropriate solicitation number and its latest amendment (if any), in accordance with the basic contract clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort portal is not operational, experiences technical difficulties, or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with Additional Instructions and Conditions and Notices to Offerors Section 2.2.

(2) The cover letter should follow the guidance set forth in 4.6.1.1.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals and any modifications (changes before and after submission) in the portal by the time specified in the solicitation.

(ii) Any proposal revision not received/submitted in the portal by the exact time specified for receipt of offers is “late” and will not be considered. The solicitation will close at the exact date and time specified in the solicitation and Offerors will be unable to submit/upload their proposal after that time. Each proposal submitted in the portal is time/date stamp recorded by the portal at time of proposal upload.

(iii) Proposals may be withdrawn by written notice to the Contracting Officer provided such notice is received prior to Task Order award.

(4) The Offeror must propose to provide all items in order to be deemed responsive to this solicitation.

(5) Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 84 of 111	FINAL
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(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time. In the event of an amendment to the solicitation that requires Offerors to submit proposal revisions, the amendment will provide instructions for submittal in the portal.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for the time specified in 4.6 Volume V - Contract Information.

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(f) Task Order award.

(1) The Government intends to award a Task Order that results from this solicitation to the responsible Offeror(s) whose proposal represents the Best Value to the Government in accordance with the Factors and Subfactors set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government reserves the right to waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals in accordance with H-5 of the basic MAC. The government intends to award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, in accordance with clause H.5 TASK ORDER PROCESS of the basic contract, the Government may contact any or all or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 16.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, quality of proposals, and availability of funding, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counter offer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 85 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

the application of cost and price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) A cost realism analysis will be performed in accordance with FAR 15.404-1 (d) - COST REALISM ANALYSIS. Performance or schedule risk may be considered in the cost realism analysis.

(10) Task Order award shall be made in accordance with clause H-5 TASK ORDER PROCESS, Section I, paragraph (4).

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## **ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS**

### **1.0 GENERAL**

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.

Offerors may submit questions at any time requesting clarification of solicitation requirements via SeaPort at any time. However, the Government requests all questions be submitted by 4:30PM EST within 10 business days from date of solicitation release. Time may not permit responses to questions received after that time.

Due to the nature and scope of the work encompassed by this solicitation, the Government requires that there be no conflict which would preclude the prime contractor from performing any portion of the Statement of Work, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the Government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for Offerors that perform under other contracts within the cognizance of PEO IWS as prime contractor or subcontractor for hardware, software, system design, integration, production, or in-service engineering and maintenance of the systems that will be covered by this solicitation (See Attachment 12, PEO IWS Industry Partners which identifies those partners currently performing Contractor Advisory and Assistance Services). The OCI concern also extends to OPNAV sponsors. The Government is most concerned about potential OCIs in the following scenarios: (1) when a contractor's work under one Government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs); (2) when performance of all the work under this solicitation would place an Offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, production, or in-service engineering and maintenance of systems provided by the Offeror's organization; or (3) when the performance of the engineering and technical direction described in Section C would create the situation prohibited by FAR 9.505-1 because the Offeror is currently a prime contractor, subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

Therefore, if any Offeror may have an OCI, or if any Offeror has taken any steps to eliminate an

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 86 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

OCI and the Offeror believes that the conflict no longer exists, the Offeror must notify the Government and must submit an OCI mitigation plan with its proposal. Failure by an Offeror that has identified a potential OCI or an eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The Government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the Government will not accept mitigation or elimination measures: (1) that create an additional burden on the government to implement; (2) that involve directed subcontractors or creating separate lines of reporting or any modification to the Government/prime contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, production, or in-service engineering and maintenance of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the Government. It is an illustrative list provided in an effort to ensure that all Offerors understand the Government's expectations and intent to avoid OCIs. The Government reserves the right to determine whether or not any mitigation plan provided by an Offeror is sufficient to protect the Government. The Government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the Government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All Offerors are directed to review and comply fully with the OCI clauses included in Sections C and L of this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

## **2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS**

2.1 General: Award will be made under Solicitation No. N00024-13-R-3041 based on a one-step source selection process. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal.

2.2 Electronic Submission: Offers must be received via the SeaPort portal by the closing date/time in order to be considered. In the rare event the portal is down or inaccessible, Offerors shall immediately notify the Contracting Officer via e-mail prior to the solicitation closing date and time. Offerors shall also contact the SeaPort helpdesk to register a help ticket/notice that the portal is down or inoperable. Failure to notify the Contracting Officer prior to solicitation closing will automatically deem an Offeror's proposal as late. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal. Failure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.

2.3 Proposal Format: In order to maximize efficiency and minimize the time for proposal



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 87 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

evaluation, all Offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- a. 8.5 x 11 inch paper
- b. Single-spaced typed lines
- c. No graphics or pictures (brochure-man-ship) other than graphs/tables/charts as may be required or necessary
- d. Tables/Graphs/Charts are allowed for the staffing plan
- e. 1 inch margins
- f. 12-point Times New Roman Font text (8-point font permitted in necessary graphs and charts)
- g. No hyperlinks
- h. All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .docx, .xls, .xlsx, .ppt, .pptx or .pdf
- i. All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension .xls or .xlsx.
- j. All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension .xlsx.

-- Instructions regarding use of certain electronic products (i.e., Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products.

-- Cost/Price Summary shall be submitted using Microsoft Office 2007 Excel in the Cost Summary Format provided as Attachment 2 to this solicitation. This is in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word.

--Any other attached documents requested herein shall be compatible with Microsoft Office 2007 format. Compression tools are limited to PKZip or WinZip. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font.

--Offerors shall have all subcontractors submit proposal information in a uniform format consistent with the above instructions.

2.3.1 Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

2.3.2 Page Limitations: Page limitations are identified for each volume/section of the proposal, as described in Section 3.0 below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 88 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

- a. Title/Cover pages
- b. Tables of contents
- c. Glossaries of abbreviations and acronyms
- d. Teaming agreements, letters of intent for key personnel or subcontractors/consultants, and subcontract agreements
- e. Proposal Cross-Reference Tables
- f. Staffing Plan
- g. Cost Pricing Supporting Data
- h. 808 Compliance

**2.3.3 Cover Page, Table of Contents, Proposal Cross-Reference Table:** Each proposal volume must include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, and the Offeror's name. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal. Cover Pages, Tables of Contents, and the Proposal Cross-Reference Table will not count against page limitations.

**2.3.4 Glossary of Abbreviations and Acronyms:** Each volume shall contain a glossary which includes all abbreviations, acronyms and their corresponding definitions. Glossaries will not count against page limitations.

**2.3.5 Cost and Pricing Information:** No cost or pricing information of any kind shall be included in any volume except Volume IV, Cost/Price Proposal. Offerors must submit all cost/price-related documentation required for Volume IV. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation, the Offeror's Section B pricing will take precedence.

### **3.0 PROPOSAL ORGANIZATION**

The proposal shall be limited to the following submissions and pages:

#### **3.1 Volume I – Technical Capability**

NOTE: Offerors are to ensure that all Technical Capability information is contained within Volume I and that no cost/price information has been included in this volume.

- a. Technical Capability Description and Experience (35 Page Limit – not including Teaming Agreement below) (VOL I, SECTION 1)

Teaming Agreements (No Page Limit) (VOL I, SECTION 1)

- b. Staffing (Page Limits noted below) (VOL I, SECTION 2)



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 89 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

- i. Key Personnel Resumes (2 Page Limit per resume)
- ii. Complete Staffing Plan (No Page Limit)
- iii. Labor Mix Discussion (2 Page Limit)
- c. Labor Category Definitions and Qualifications (12 Page Limit) (VOL I, SECTION 3)

### **3.2 Volume II - Management**

- a. Management Plan Summary and Organization and Work Breakdown Plan (15 Page Limit) (VOL II, SECTION 1)
- b. Quality Control Plan (10 Page Limit) (VOL II, SECTION 2)
- c. Integration Plan (7 Page Limit) (VOL II, SECTION 3)
- d. Transition Plan (8 Page Limit) (VOL II, SECTION 4)
- e. Work Breakdown Structure (WBS) (No Page Limit) (VOL II, SECTION 5)
- f. Organizational Chart (No Page Limit) (VOL II, SECTION 6)

### **3.3 Volume III - Past Performance**

- a. Recent and Relevant Past Performance Questionnaires (Attachment 5): Minimum of 3 Required for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of total contract effort. The Offeror shall provide a minimum of 1 reference for no fewer than three subcontractors (or all subcontractors if at least three are not proposed). If at least 3 subcontractors do not meet the 10% threshold then a minimum of one reference shall be provided for 3 subcontractors (or all subcontractors if at least three are not proposed) performing the largest portions of work under this effort. (VOL III, SECTION 1)
- b. Previous Contracting Effort Narrative (Attachment 6): Minimum of 3 references (3 Page Limit each) for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of total contract effort. (VOL III, SECTION 1)

### **3.4 Volume IV - Supporting Cost Data**

- a. Section B Pricing - provided via the webform in the portal (VOL IV, SECTION 1)
- b. Cost/Price Narrative: (20 Page Limit) (VOL IV, SECTION 2)
- c. Cost/Price Supporting Data: No Page Limit (Attachment 2, Supporting Cost Data Summary Tab and Indirect Rate Support Tab) (VOL IV, SECTION 3)

- All Subcontractor cost/price supporting data must be submitted in the portal in MS Excel format provided as Attachment 2: No Page Limit

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 90 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

- d. DCAA Rate Check Form (Attachment 9)
- e. Supporting Cost Data (Attachment 2, CPFF Cost Summary Tab and CPIF Cost Summary Tab)
- f. Staffing Plan for Cost Volume (Attachment 7)
- g. Payroll Screenshots

### **3.5 Volume V - Contract Information**

- a. Cover/Forwarding Letter: 2 Page Limit
- b. Section B Incentive Fee, Fixed Fee and ODC Tables (Attachment 8 (See three tabs))
- c. Section H: Fill-ins for Level-of-Effort Clause: 2 Page Limit
- d. Section I: Fill-ins for Incentive Fee Clause - 3 page limit
- e. OCI Mitigation Plan, if applicable or a signed statement that no OCIs exist (No Page Limit)
- f. Compliance Information for Section 808 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81) (No Page Limit)

## **4.0 PROPOSAL CONTENT**

### **4.1 OFFER**

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The appropriate time to discuss issued with the terms and conditions is prior to proposal submission. The offer consists of and must include the following, with the relationship to Section M's Evaluation Factors and Subfactors indicated in parentheses:

### **4.2 VOLUME I – TECHNICAL CAPABILITY (Factor 1)**

#### **4.2.1 SECTION 1 - Technical Capability Description and Experience (Subfactor A)**

The Offeror shall describe specific knowledge, capability and relevant experience (Prime and Subcontractor) to perform the tasks in accordance with the Statement of Work and associated task structure. The offer shall also demonstrate their understanding of how to support all PEO IWS across the program offices, between the program offices, and the front office. Teaming Agreements should also be provided in this section. Note: Teaming Agreements are not subject to the page limitation in Section 3.1(a).

#### **4.2.2 SECTION 2 Staffing (Subfactor B)**

##### **4.2.2.1 Key Personnel Resumes**

Offerors shall provide resumes for all key personnel as identified in Attachment 3 who will be performing under this task order. Offerors shall not identify key personnel other than as

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 91 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

specified in Attachment 3. These resumes should demonstrate the Offeror's and their proposed sub-contractors' capability to successfully meet the requirements of this task order. Each resume is limited to two (2) pages and shall provide the following:

- a. Name
- b. Educational background (to include college education achieved to include dates(s), degree(s) held, and the school, college or university from which accomplishments were attained)
- c. Related professional job experience (to include employer name/company, tenure dates by position, position title, responsibilities, experience with SOW tasks and degree of previous ACAT I and II program experience)
- d. Related training (to include title, dates, educator)
- e. Special experiences, qualifications and/or certifications (to include title, description, dates, and from where/whom attained)
- f. Citizenship
- g. Level of current security clearance

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the Government (see requirements H-7 of basic IDIQ Substitution of Team Members and NAVSEA HQ Clause 5252.237-9106 Substitution of Personnel). Under this effort, Offeror personnel considered key are defined in Attachment 3.

## 4.2 Complete Staffing Plan

Using MS Excel, Offerors shall provide a complete staffing plan, by task area, of all proposed labor categories, and all personnel supporting each of the task areas specified in the statement of work. The Offeror shall provide their Staffing Plan as a separate document in Microsoft Excel in the format described by Attachment 4, which consists of the following information set:

- a. Individual's Name.
- b. Employer (employee's company name).
- c. Company Labor Category (Company Proposing).
- d. Government category employee satisfies: Junior, Mid, or Senior.
- e. Task Area to Support.
- f. Position on Org Chart Required in Section L 4.3.6.
- g. Statement of Work paragraph number(s).

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 92 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

- h. Supported PEO IWS Office(s).
- i. Key Personnel (Yes or No).
- j. Government Labor Category satisfied (from Attachment 3).
- k. Years of related professional experience.
- l. Employee will be hired \_\_\_\_ months after contract award.
- m. Number of labor hours proposed for each base, option year, and award term year.
- n. Percent of total time dedicated to contract.
- o. Highest educational degree obtained.
- p. Degree area.
- q. If no degree, relevant certificates attained.
- r. Security Clearance level.
- s. All key personnel must work within a radius specified in Statement of Work (6.1. FACILITIES PHYSICAL LOCATION). If seated, which location,

In the event the Offeror has not identified a firm candidate for a proposed task area, include the word “pending” in lieu of an individual’s name. Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From an evaluation perspective, proposal risk in terms of “Technical Capability” and “Cost Realism” would be expected to increase when candidates have not been identified for proposed task area positions.

The following table provides a historical distribution of the personnel in Senior, Mid-Level, and Junior at the Government-defined years of experience for each:

<b>TABLE L-1</b>			
	Labor Mix across Experience Levels		
	Senior	Mid-Level	Junior
Historical Data of Labor Mix (Optional - Offeror to propose)	26 %	54 %	20 %
Government defined years of experience (required)	15 years or more	Greater than five and less than 15 years	At least one year and up to five years

In addition, the Offeror shall propose its allocation of personnel resources to meet the Government's hours for each priced Labor CLIN shown in Section B.

For proposal purposes offerors shall assume the only seated contractors are as shown in the

table below:

<b>TABLE L-2</b>	
Organization	Seated Contractors for Proposal Purposes
Front Office (CFO)	2
IWS 1	0
IWS 2	0
IWS 3	25
IWS 4	0
IWS 5	0
IWS 6	0
IWS 7	0
IWS 9	0
IWS 10	0

#### **4.2.2.2.1 Labor Mix Discussion (if required)**

In the event that the proposed labor mix or allocation of personnel resources differs from Table L-1 in any category, the Offeror shall provide the rationale used in selecting the proposed labor mix or allocation.

#### **4.2.2.3 Labor Category Qualification**

The Offeror shall submit a description of each labor category it proposes (e.g. Engineer, Analyst) and any amplifying qualifications to differentiate within categories (e.g. Engineer I, Engineer II, Project Engineer, Systems Engineer). The Offeror shall submit a description for each of their company-unique personnel qualifications. Each description should not exceed ½ page in length, but should be sufficient to provide the Offeror and subcontractor criteria used to determine each individual’s eligibility and to show how they align with the Government-defined labor categories shown in Table L-1 and Attachment 3. The Offeror shall complete “EXPERIENCE LEVEL AS SHOWN IN TABLE L-1 (JUNIOR, MID, SENIOR)” column in the provided staffing plan (Attachments 4 and 7).

### **4.3 Volume II - MANAGEMENT (Subfactor C)**

#### **4.3.1 SECTION 1 - Management Plan**

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 94 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

Offerors shall submit a proposed Management Plan to describe how the Offeror intends to manage and coordinate the task efforts of this contract, include teaming, planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, assessing the quality of the deliveries, management of a Quality Control Program, coordinating and management of the integration plan across the PEO, and management of the transition. The Offeror shall describe their ability to hire, train, and retain personnel.

The Management Plan shall include a summary of the organizational structure and work breakdown structure (WBS) for the effort to perform the SOW.

The Management Plan shall describe the ability of the Offeror's proposed organizational structure, company policies, procedures, business rules, and office systems to ensure effectiveness and efficiency for producing quality deliverables and for monitoring and controlling costs, not only for the Offeror, but for any teaming or subcontracting partners.

If teaming or subcontracting is contemplated, Offerors must discuss agreements/arrangements with its subcontractors and why such agreements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort throughout the life of the contract

If teaming or subcontracting is contemplated, Offerors must provide a full description of:

- the proposed subcontractors or team members;
- the planned division of tasks within the team (percentage and description of subcontracting and or allocation to peer team members)
- benefits to the Government of the teaming agreements
- the management structure for coordinating and controlling subcontractors and/or team members;
- subcontractor deliveries to the prime, team deliveries to the prime, and payment tracking and reporting;
- points of contact;
- the sole bearer of ultimate responsibility for performance.

The Management Plan shall also address the integration and management of the Offeror's Quality Control Plan, Integration Plan, and Transition Plan.

#### **4.3.2 SECTION 2 - Quality Control Plan**

The Offeror's Quality Control Plan shall describe approaches for periodically monitoring Technical Quality, Cost Performance, Contract Management effectiveness, and Customer Responsiveness. It shall address the Offeror's approaches for actively engaging on a routine

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 95 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

basis with the Government representatives across PEO IWS for quality and management improvements, within controlled cost caps. It shall address risk mitigation against unfavorable Informal Contract Assessment Reports and the formal Contract Assessment Reports, and quality control of inputs into Government managed Business IT systems (such as ERP).

#### **4.3.3 SECTION 3 - Integration Plan**

PEO IWS is interested in achieving a degree of leverage, consolidation, innovation, synergy and efficiency across the PEO Staff and Program Offices. Offerors shall describe how they will achieve the close coordination of efforts among and between the PEO's Staff and Program Office organizations, and its stakeholders such as NAVSEA and Operations Navy OPNAV.

The Integration Plan shall be used in conjunction with the Offeror's and PEO IWS's organization charts in addition to PEO IWS's Major Program Manager (MPM) Program/Project listing to illustrate and describe how the Offeror proposes to promote coordination and integration within their team (prime and subcontractors) to enhance and improve the PEO and Program Offices' planning effectiveness and execution efficiency.

#### **4.3.4 SECTION 4 - Transition Plan**

The Transition Plan shall include the approach that works in conjunction with the complete staffing plan for hiring personnel after contract award. The plan shall include Staffing Action Milestones for hiring ramp up and timeframe when staffing actions will be completed. The Transition Plan shall indicate which actions must be complete by the Government to support successful completion of actions.

The plan shall include but not be limited to start date, end date, critical predecessor inputs and detailed Plan of Action & Milestones (POA&M) with measurable elements. Plan shall also address proposed procedures and processes for the transfer and storage of all archived PEO IWS programmatic documentation and the establishment of accounts and roles for access to data held in government-managed Information Technology systems.

The Transition Plan shall also detail how the awarded contractor will coordinate communications with the incumbent contractors and PEO staff and how it will ensure uninterrupted workflow during the transition process.

The Transition Plan shall define the approach for ramping up to full operational tempo. For information purposes, the following chart defines the Incumbent Contractors and their contracts that include work which will migrate to the resulting Task Order.

<b><u>Item</u></b>	<b><u>Contract Number</u></b>	<b><u>IWS Organization</u></b>	<b><u>Prime Contractor</u></b>
1	N00024-10-C-5119 (Bridge Contract)	IWS Front Office	Alion

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 96 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

2	N00178-04-D-4024 Delivery Order EH02	IWS 6	BAH
3	N00178-04-D-4138 Delivery Order EH01	IWS 6	Tech Marine
4	N00024-01-D-7014 Delivery Order 0010	IWS 5	BAE
5	N00178-05-D-4592 Delivery Order EH01	IWS 2	SPA
6	N00178-04-D-4066 Delivery Order EH07	IWS 1, 4, 7, 9, 10	Alion
7	N00178-04-D-4066 Delivery Order EH08	IWS 3	Alion
8	N00178-04-D-4061 Delivery Order EH05	IWS 2	Gryphon
9	N00178-05-D-4486 Delivery Order EH03	IWS 3	Paradigm Technologies

Note: The full transition from existing vehicles to the newly awarded task order shall take no more than 90 days from award.

#### **4.3.5 SECTION 5 - Work Breakdown Structure (WBS)**

The Offeror shall supply a Work Breakdown Structure of the proposed effort.

#### **4.3.6 SECTION 6 - Organizational Chart**

The Organization Chart shall be complete (including subcontractors), and be complete with position titles and contact information for key personnel and personnel in leadership roles.

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### **4.4 VOLUME III - PAST PERFORMANCE**

#### **4.4.1 SECTION 1 - Recent and Relevant Past Performance Questionnaires**

Offerors shall provide at least three (3) Past Performance Questionnaires with their proposal (provided as Attachment 5). Offeror shall identify three (3) contract efforts performed within the last three Government fiscal years (1 October 2010 – present). Offerors must also submit at least one (1) Past Performance Questionnaire for each proposed subcontractor effort valued at 10% of their total current offering or more. The Offeror shall provide a minimum of 1 reference for no fewer than three subcontractors. If at least 3 subcontractors do not meet the 10% threshold then a minimum of one reference shall be provided for 3 subcontractors performing the largest portions of work under this effort. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the Statement of Work for this solicitation or having provided at least 200,000 man-hours per year under a support services contract. The identified contracts can be



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 97 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

with Federal, commercial or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC.

In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission by the customer is preferred, however, hardcopy mail or fax will be accepted.

The Offeror's past performance volume shall contain copies of the second page of the Customer's Questionnaire and the transmittal letters.

The first page is considered the page following the instructions.

The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any surveys received after the due date and to contact those offices that do not respond to the questionnaire.

#### **4.4.2 SECTION 2 - Previous Contracting Effort Narratives (Attachment 6)**

For each of the Past Performance Questionnaires submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume III:

- a. Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- b. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.
- c. Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.
- d. Description of contracts with similar scope and complexity.

NOTE: The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) database, personnel knowledge, interviews and from the points of contact identified by the Offeror in its proposal.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 98 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

## **4.5 VOLUME IV - SUPPORTING COST DATA**

### **4.5.1 SECTION 1 - Proposed Pricing (Section B)**

a. Offerors shall submit proposed pricing for Section B using the web form provided in the portal. Proposed Target and Estimated Costs and Target and Fixed Fees must be provided for each applicable Contract Line Item Number (CLIN) identified in this solicitation. The Offeror shall comply with instructions contained herein for submittal of the Cost/Price Proposal. Task Order award will be made at the proposed costs and fees of the successful Offeror using that Offeror's proposed Section B pricing.

b. Offerors are advised that the Government requirement for this effort is 273,106 man-hours per year (not including surge and special studies). Surge and Special Studies Option Items are estimated at ten percent (10%) or 27,311 man-hours per year for surge and special studies efforts. Furthermore, the Government anticipates that all efforts will be performed at the contractor's site and Offerors should propose rates accordingly with exceptions noted in L-2. Surge and Special Studies CLINs shall be proposed at 27,311 man-hours per year and bid with the same labor mix and composite rate as the basic effort. All Surge and special studies Labor CLINs should be bid as Cost Plus Fixed Fee and the proposed fee shall not exceed 8%.

c. Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the technical capability and experience in the proposal, identified personnel resources, and cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements. Accordingly, the Government may consider the findings of such an analysis in evaluating an Offeror's ability to perform.

### **4.5.2 SECTION 2 - Cost/Price Data (Prime Offerors)**

a. Offerors shall provide Supporting Cost/Price Data using the format provided as Attachment 2 (See Supporting Cost Data Summary Tab) with this solicitation. The cost/price data shall include all major cost elements (Direct Labor by category/rate/hours, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees. Offers shall include the proposed level(s) of effort (man-hours) for each CLIN. Offerors shall clearly identify any proposed hours which are uncompensated effort and complete Section H fill-in within the level of effort clause. Supporting Cost/Price spreadsheets shall detail the breakdown of all costs by task and year, with complete

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 99 of 111	FINAL
--------------------------------------	--------------------	-------------------	-------

formulas. Indirect data shall be supported. Attachment 2, Indirect Rate Support Tab is provided as a template. Attachment 2, Indirect Rate Support Tab may be duplicated for each applicable cost element (G&A, Overhead, Fringe, etc) as appropriate for the Offeror's indirect rates. Attachment 2, Indirect Rate Support Tab may be modified as needed.

b. Offerors shall provide Cost/Price spreadsheets using the format provided in Attachment 2, Cost Summary Tab that details the breakdown of costs by year, with complete formulas, of proposed costs/prices by contract year. Offerors shall provide a screen-capture (or equivalent) from the employer's payroll system for each name in the Offeror's Staffing Plan. The screen-captures (or equivalent) shall be fully explained, allowing the Government to identify relevant compensation and clearly map to individual rates shown in Attachment 2 and Attachment 7. If there is no payroll data available for one or more of the individuals proposed, Offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied. Any additional supporting documentation may be provided at the Offeror's discretion. Each screen-capture should match the historical rates listed for that individual on the Supporting Cost/Price spreadsheet (Attachment 2). The proposed rates provided in this attachment must be the exact rates utilized in the pricing section B, proposed in the cost analysis narrative and provided in the Cost Summary Format (Attachment 2). If any individual's proposed rate is different than the actual incurred rate provided on Attachment 2 or in the screen capture, the Offeror is to explain the reason for the difference in the narrative.

Offerors shall provide the Basis of Estimate (BOE) supporting the costs/prices provided in the Cost/Price Summary including a description of the assumptions and computations used to develop the proposed costs/prices.

c. Offerors shall submit form CASB-CMF if proposing Facility Capital Cost of Money (FCCOM) and show the calculation of the proposed amount. Additional narrative may be submitted as a separate document, if necessary, to describe derivation of labor rates, use of uncompensated overtime pools to which indirect rates are applied, etc.

d. Offerors shall propose Other Direct Costs (ODCs). The Government estimates ODCs (including travel costs) for this Task Order to be the figures shown in Column 1 of Attachment 8. This estimate with Offeror burdens and details must be supplied in Attachment 8. Other/additional ODC amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror.

e. Offerors shall address Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format (Attachments 2, 6, and payroll screen shots) as required for the prime contractor. The detailed information may be submitted separately to the Government if the subcontractor does not wish to provide this data to be provided to the prime Offeror. Subcontractors may submit their information directly to the Government via the SeaPort portal and this information must be received by the solicitation

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 100 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

close. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on their data and identify the Company name, address, point of contact and solicitation number. **SUBCONTRACTORS ARE REQUIRED TO PROVIDE CONTACT INFORMATION FOR THEIR COGNIZANT DCAA BRANCH OFFICE WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY.**

## **4.6 VOLUME V - CONTRACT INFORMATION**

### **4.6.1 Contract Documentation**

#### **4.6.1.1 Cover Letter**

Offerors shall provide a cover letter with the following information:

- a. Solicitation number;
- b. The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- c. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- d. A statement that the proposal is valid through 270 calendar days from the date specified for receipt of proposals;
- e. Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- f. DCAA office point of contact including branch location, contact name, telephone number and e-mail address;
- g. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- h. Identify all enclosures being transmitted as part of its proposal.

#### **4.6.1.2 Compliance Information for Section 808 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81)**

The Offeror shall provide the following information:

- a) A statement as to whether or not the Offeror provided the same or similar service (See SOW) to the requiring activity in FY10 (01 OCT 2009 to 30 SEPT 2010);
- b) Contracts and/or task order numbers under which these services were provided;
- c) If the same or similar services were provided to the requiring activity, the Offeror shall provide FY10 (01 OCT 2009 to 30 SEPT 2010) rates for that same or similar service as is being proposed here; and,
- d) The actual annual cost that the Government paid to Offeror in FY10 (01 OCT 2009 to 30 SEPT 2010) for the same or similar service. Cost and fee shall be identified separately.

This documentation shall be sufficiently detailed and clear such that the government may validate

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 101 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

the information provided. Format shall be in MS Excel.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 102 of 111	FINAL
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## **SECTION M EVALUATION FACTORS FOR AWARD**

This Task Order is reserved for only those contractors that have Zone 2 - {National Capital Zone} identified in section B of their MAC contract. Proposals from other contractors will not be considered.

This is a 100% Small Business set aside. As a small business set aside, it is required that the small business prime performs more than 50% of the proposed effort.

Note: The North American Industry Classification (NAIC) code 541330 is applicable to the requirements contained within this solicitation. The size standard for NAIC 541330 is average annual receipts of \$35,500,000 over the three previous fiscal years. The size standard certified by the Prime for their basic SeaPort contracts is valid for the base ordering period and duration of any resultant Task Order issued against this solicitation.

### **General:**

1. It is the intention of the Navy to award one cost-plus-incentive fee/fixed fee level-of-effort Task Order, with one base year, two option years, and two award terms to provide Professional Support Services in support of Business and Financial Management Support to PEO IWS.
2. Attention is directed to contract clause H-5, TASK ORDER PROCESS (paragraph C, Competitive Ordering Process), which provides that the award will be made to the Offeror whose proposal represents the Best Value the Government under the selection criteria set forth in this Section M.
3. The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the basic Indefinite Delivery Indefinite Quantity (IDIQ) contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

### **1.0 Basis for Award**

- a. The following conditions must be met in order to be eligible for award:
  - (1) the proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-e basic IDIQ contract,
  - (2) The proposal must meet all solicitation requirements.
- b. The Government anticipates a single Task Order award resulting from this solicitation.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 103 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

However, the Government reserves the right to award more than one or no task order, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.

c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and subfactors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

d. In order to select the successful Offeror, the Government will compare Offeror's proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one Offeror has both the better technical merit or capability and the lower TEC, then that Offeror will be the better value. If one Offeror has the better technical merit or capability and a higher TEC, the Government will decide whether the difference in technical merit/capability is worth the difference in TEC. If it is determined that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. A TEC will not be developed and best value analysis will not be performed for any Offerors who are unacceptable or unsatisfactory in any factor or subfactor and award will not be made to any Offeror who is unacceptable or unsatisfactory in any factor or subfactor.

**Note 1:** *Awards will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed.*

**Note 2:** *Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (JUN 2007) and H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL it is expected that SeaPort-e MAC Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams. SeaPort-e MAC Prime Contractors that elect to propose Large Business subcontractors that are not members of their respective teams are required to provide written justification with their proposal submission as to why the use of Large Business non-team members is necessary to their accomplishment of the Solicitation requirements. Further, SeaPort- MAC Prime Contractors are required to explain how their use of Large Business non-team members does not negatively*



*impact the competitive aspects of the procurement. Upon review of said justification the Government reserves the right to declare SeaPort-e MAC Prime Contractors ineligible for award if their proposing of Large Business non-team members is considered to be unjustified or injurious to the competitive aspects of the procurement.*

## **2.0 Evaluation Factors and Subfactors:**

### **2.1 Application of Factors and Subfactors**

a. **General**. The Government will evaluate proposals based on the factors and subfactors shown in the table below. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors and subfactors have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program's requirements stated in the Statement of Work (SOW).

<b><u>Factors</u></b>	<b><u>Subfactors</u></b>
1. Technical Capability	A. Technical Capabilities and Experience
	B. Staffing
	C. Management
2. Past Performance	(None)
3. Total Evaluated Cost	(None)

#### **b. Relative Importance.**

The evaluation factors are divided into two categories, "Technical Capability/Past Performance" and "Total Evaluated Cost (TEC)." The "Technical Capability/Past Performance" evaluation will consider the areas identified above. Within the "Technical Capability" factor, subfactors (A) and (B) are of equal importance and more important than subfactor (C). Under the "Technical Capability/Past Performance" evaluation area, Technical Capability is more important than Past Performance. "Technical Capability/Past Performance" is significantly more important than Total Evaluated Cost (TEC), however, as competing proposals approach Technical Capability/Past Performance equality, TEC will increase in importance.

c. **Adjectival Ratings**. The Government will perform an evaluation of the Technical Capability/Past Performance evaluation factors and subfactors based on the Offeror's proposal. This evaluation focuses on strengths and weaknesses of the Offeror's proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. Total Evaluated Cost will not be assigned an adjectival rating.

### **Technical Capability**



SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 105 of 111	FINAL
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The following adjectival ratings/definitions shall be used for the Technical Capability evaluation factor and subfactors:

**Outstanding:** An outstanding proposal is characterized as follows:

- Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.

**Good:** A good proposal is characterized as follows:

- Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

**Acceptable:** An acceptable proposal is characterized as follows:

- Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate.

**Marginal:** A marginal proposal is characterized as follows:

- Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.

**Unacceptable:** An unacceptable proposal is characterized as follows:

- Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.

**Weakness** is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

**Deficiency** is defined as a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Risk** assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 106 of 111	FINAL
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capability requirements in a way that will be advantageous to the Government during contract performance.

### **Past Performance**

The following adjectival ratings/definitions shall be used for the Past Performance evaluation factor:

There are two aspects to the past performance evaluation.

#### **1) Relevancy of Past Performance**

The first aspect is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. Sources of past performance information may include information provided by the offeror, information obtained from questionnaires tailored to the circumstances of the acquisition, or any other sources available to the Government. Other sources include, but are not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency.

Past Performance Relevancy Ratings	
<b>Rating</b>	<b>Definition</b>
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. Again, any measure or likelihood is a qualitative and not necessarily a quantitative measure.

#### **2) Performance Confidence Assessment**

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings below

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

***Performance Confidence Assessment*** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information. This likelihood is a qualitative and not necessarily a quantitative measure.

***Recency***, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

## **2.2 Description of Evaluation Factors and Subfactors**

### **2.2.1 Factor 1: Technical Capability**

#### **2.2.1.1 Subfactor A) Technical Capability and Experience**

The Government will evaluate for the degree to which the proposal demonstrates:

1. Knowledge, capabilities, and experience to perform the SOW task areas.
2. Understanding of how to support all PEO IWS across the program offices, between the program offices, and the front office.

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 108 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

### **2.2.1.2 Subfactor B) Staffing**

#### **2.2.1.2.1 Staffing: Key Personnel Resumes**

The Government will evaluate the following for Key Personnel:

1. The degree the resumes demonstrate the Offeror's knowledge and ability to successfully establish and lead a team to meet requirements of the SOW.
2. The degree the resumes highlight experience and abilities relevant to the proposed position to support the PEO IWS acquisition and life cycle support portfolio of Programs.

#### **2.2.1.2.2 Staffing: Complete Staffing Plan**

The Government will evaluate:

1. The degree to which the staffing plan clearly maps to the Offeror's technical approach and demonstrates that the proposed personnel have the capability to perform the proposed approach.
2. The degree to which the proposed overall allocation of personnel labor resources demonstrate the offeror's ability to meet the requirements of the SOW.
3. The degree to which the proposed staffing is organized to allow incremental and manageable staffing changes.
4. The degree to which staffing can perform the entire value of the contract.
5. The degree to which the staffing/labor mix results in optimized contractor support to accomplish the technical approach.
6. The degree to which the staffing plan includes adequately defined labor categories and demonstrates the qualifications of the personnel to be assigned to this solicitation are optimized for technical performance.

### **2.2.1.3 Subfactor C) Management**

The Government will evaluate the degree to which the Management Plan summarizes how the Offeror intends to manage and coordinate the task efforts of the statement of work, including teaming, planning, assigning responsibility, controlling personnel, controlling utilization of resources for both planned and unplanned deliveries, tracking deliveries, assessing the quality of the deliveries, periodically monitoring performance and obtaining customer feedback as part of a Quality Control Program, coordinating and integrating efforts across the PEO, and transitioning or ramping up after Task Order award to a relatively steady state operation.

#### **2.2.1.3.1 Management Plan**

The Government will evaluate:

1. The Management Plan's summary of the organizational and work breakdown structures: all team members, including subcontractors, the benefits to the Government of these partnerships, position titles, short descriptions of roles and responsibilities and division of labor, deliverables, and the number of hours proposed for each position's span of control and tasking during ramp up and steady state operations, points of contact and the sole

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 109 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

bearer of ultimate responsibility for performance.

2. The Management Plan's proposed organizational policies, procedures, business rules, and office systems that ensures effectiveness and efficiency for producing quality deliverables, for periodically monitoring performance and controlling costs of all team members, for obtaining and acting on customer feedback and for timely submission and payment of invoices to subcontractors and other team members.
3. The proposed plan to divide tasks within the team, the management structure and how it will be effective for coordination, control and performance monitoring of subcontractors and prime contractor personnel. The described plan shall consider deliverables, payment tracking and reporting, points of contact and the bearer of responsibility for performance.
4. Ability to hire, train, and retain personnel
5. The Management Plan's addressing of the Integration Plan in its breakdown structures and division of labor.
6. The Management Plan's addressing of the Quality Control Plan.

#### **2.2.1.3.2 Quality Control Plan**

The Government will evaluate:

1. The Management Plan's addressing of the Quality Control Plan.
2. The Quality Control Plan's completeness in describing management practices for periodically monitoring Technical Quality, Cost Performance, and Contract Management effectiveness and raising and resolving issues to the appropriate management level.
3. The Quality Control Plan's management process that promotes customer feedback and responsiveness.

#### **2.2.1.3.3 Integration Plan**

The Government will evaluate:

1. The approach for close coordination of efforts across IWS organizations and their support infrastructure to contribute to a unity of message to OPNAV, NAVCOMPT, ASN(RD&A), NAVSEA (across PEOs, Directorates), OPM, OMB and other critical stakeholders (for example, Fleet Forces Command (FFC) and Congress) to enable sustained, deployment readiness for Strike Groups across warfare areas, for Detect, Control, Engage continuum.
2. The approach for prioritization of shared and scarce resource needs.

#### **2.2.1.3.4 Transition Plan**

The Government will evaluate:

1. The proposed Plan of Action & Milestones (POA&M) completeness, a logical and complete transition of work and how it maps to defined measurable success elements in the Transition Plan. An example of success criteria is the successful activation of accounts and/or roles for data access in a specific role-based IT system. The evaluation of the POA&M will include Staffing Action Milestones, and associated indicators, and the

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 110 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

identification and integration of actions which must be complete by the Government to support successful completion of actions.

2. Proposed procedures, processes, and tools for the transfer and storage of all archived PEO IWS programmatic documentation while protecting sensitive information: Personally Identifiable Information, Business Sensitive, Business Proprietary, Classified, and Other unclassified but controlled information.
3. The Offeror's plan to coordinate communications with the PEO staff and incumbent contractors and how the Offeror will ensure uninterrupted workflow during the transition process.

#### **2.2.1.3.5 Work Breakdown Structure (WBS)**

The Government will evaluate:

1. The degree to which the Offeror's WBS is logical, complete and consistent with the proposed approach.

#### **2.2.1.3.6 Organizational Chart**

The Government will evaluate:

1. The degree to which the Offeror's Organization Chart is logical, complete and consistent with the proposed approach.

### **2.2.2 Factor 2: Past Performance**

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous recent and relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor. The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

### **2.2.3 Factor 3: Total Evaluated Cost**

The evaluation will be based on an analysis of the cost realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic,

SOLICITATION NO. N00024-13-R-3041	AMENDMENT NO. 4	PAGE 111 of 111	FINAL
--------------------------------------	--------------------	--------------------	-------

including unrealistic labor or indirect rates, the Offeror's proposed costs will be adjusted upward in accordance with FAR 52.216-10 to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Total evaluated cost to the Government is an Offeror's evaluated cost (including proposed fee) for the base year plus the evaluated cost for all option and award term years. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between technical approach and cost should be explained in the supporting cost data volume. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

The Government will evaluate offers for award purposes by adding the Total Evaluated Cost for the option and award term periods to the total evaluated cost for the base period and surge/special studies options. Evaluation of the options or award terms will not oblige the Government to exercise the option years, surge/special studies option or award terms. The Government will review the proposed costs and fee for the option year and surge/special studies options for balance and reasonableness in comparison with the proposed cost and fees for the base year.